

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

\_\_\_\_\_  
**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
\_\_\_\_\_

Application of WHC PA, LLC  
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

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

No. A-00112577, Folder No. F.5, F.5, Am-A, F.5 Am-B, issued to

Airport Limousine Service, Inc. d/b/a Embassy Coach  
(Transferor – Seller),

for transportation of Persons  
(persons – household goods)

**SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION**

1. WHC, PA LLC  
(Full and Correct Name of Applicant/Transferee)

2. N/A  
(Trade Name, If Any)

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

on N/A (attach copy of stamped registration form).  
(Date)

3. 1300 Lydia Avenue \_\_\_\_\_  
(Business Street Address) (P. O. Box, If Any)

Kansas City                      Wyandotte                      Missouri                      64106                      (816) 550-6000  
(City)                                      (County)                                      (State)                                      (Zip)                                      (Telephone)

4. Applicant's attorney (for this application) is:  
Ray F. Middleman, Esq. U.S. Steel Tower-44<sup>th</sup> Floor, 600 Grant St.,

Pittsburgh, PA 15219 (412) 566-6000  
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: WHC, PA LLC c/o WHC Worldwide, LLC 1300 Lydia Ave., Kansas City, MO 64106  
(Name) (Address)

Transferor: The Yellow Cab Company of Pittsburgh 1101 Beaver St., Pgh., PA 15233  
(Name) (Address)

6. Applicant does not hold Pa. P. U. C. authority under Docket Number  
(does or does not)

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

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

Docket No. A- \_\_\_\_\_.

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 Pennsylvania and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on 04/08/2019 (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.

William M. George (President / Managing Member, owner of all interests).

Please see Certificate of Organization attached hereto.

9. If applicant, its stockholder 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 by transferor.  
(all or part)

Attach a 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.

*No rights are to be omitted. Please see attached sheet describing rights.*

11. The reason for the transfer is

Pursuant to an Asset Purchase Agreement, attached hereto

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12a. The following must be attached:

- Sales Agreement
- List of equipment to be used to render service. (Summarized by type)
- Operating authority to be transferred/retained.
- Statement of Financial Position
- 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. Corporations only)

- Certificate of Authority. (Foreign (out-of-state) Corporations 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/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:

\_\_\_\_\_ (Each Partner Must Sign) (Date)

(Corporate Seal)

\_\_\_\_\_

Transferor sign here:

\_\_\_\_\_

(Corporate Seal)

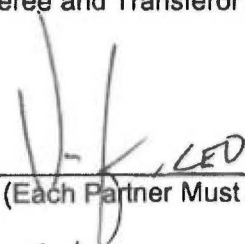
\_\_\_\_\_

*Signature on next page*

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:

  
LED

8/13/2019  
(Date)

(Each Partner Must Sign)

(Corporate Seal)

No Seal

Transferor sign here:



(Corporate Seal)

No Seal

**APPLICATION VERIFICATION**

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

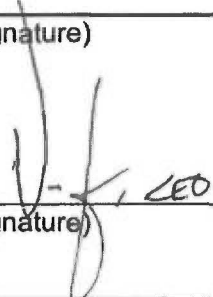
**TRANSFEROR (SELLER)**

\_\_\_\_\_  
(Print Name)                       (Signature)                      8/13/19 (Date)

\_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

\_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

**TRANSFeree (BUYER)**

William M. George  CEO                      8/13/2019  
(Print Name)                      (Signature)                      (Date)

\_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

\_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

**If the Applicant is a sole proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.**

## VERIFIED STATEMENT OF APPLICANT

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

WHC, PA, LLC

Legal Name of Applicant

N/A

Trade Name, if any

|  |                      |       |          |
|--|----------------------|-------|----------|
| 1300 Lydia Avenue,                           | Kansas City          | MO    | 64106    |
| Street Address (principal place of business) | City or Municipality | State | Zip Code |

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

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

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

Managing Member of WHC, PA, LLC is WHC Global, LLC. Managing member is William George.

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

Applicant is a sister company to several other call and demand taxi corporations all owned by WHC Global, LLC. Please see attached.

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

The managing member is the former Vice President of Super Taxi North America, a Transdev Company. He ran operations throughout the country in multiple locations over 30 years.

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

The same facilities and systems as presently utilized by Airport Limousine Service, Inc.

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving

It is intended that the same number of employees as presently servicing Airport Limousine Service, Inc. There would be approximately 5 employees, some of which will be shared with sister companies.

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

See attached. WHC anticipates using the same assets and personnel to service the existing clients and marketplace. There are approximately 30 lease drivers.

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

Please see attached.

| <u>YEAR</u> | <u>MAKE</u> | <u>MODEL</u> | <u>SEATING<br/>CAPACITY</u> | <u>VEHICLE ID #</u> |
|-------------|-------------|--------------|-----------------------------|---------------------|
|             |             |              |                             |                     |
|             |             |              |                             |                     |
|             |             |              |                             |                     |
|             |             |              |                             |                     |

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

Please see attached safety program as part of 12 a of the Application.

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

Insurance has already been obtained through Paratransit Insurance Company.

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

Same as in existence.

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

\_\_\_\_\_ YES     X  NO

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

### Verification of Statement

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

W.K. George, CEO  
(Signature)  
William M. George, CEO  
(Name and Title, printed or typed)

8/13/2019  
(Date)

# WHC PA, LLC

## Balance Sheet

June 30, 2019

### CURRENT ASSETS

CASH \$100,000

TOTAL \$100,000

PROPERTY AND EQUIPMENT \$0

OTHER ASSETS \$0

TOTAL ASSETS \$100,000

CURRENT LIABILITIES \$0

OTHER LIABILITIES \$0

TOTAL LIABILITIES \$0

MEMBERS EQUITY \$100,000

TOTAL LIABILITIES AND MEMBERS EQUITY \$100,000

**STATEMENT OF FINANCIAL POSITION**  
**One Year Projected Income Statement**

REVENUE and GAINS

|   |           |
|---|-----------|
| Operating Revenue                       | 7,830,938 |
| Net Revenue from non-carrier operations |           |
| Dividend and interest revenues          |           |
| Other non-operating revenue             | (38,406)  |
| Gains                                   |           |
| Total Revenue and Gains                 | 7,792,532 |

EXPENSES

|  |           |
|--|-----------|
| Equipment Maintenance and Garage Expense | 1,579,231 |
| Insurance Expense                        | 412,596   |
| Employee Salaries                        | 1,102,643 |
| Supervisory Salaries                     | 382,301   |
| Officer Salaries                         |           |
| Fuel Expense                             | 2,255     |
| Purchased Transportation (Lease Expense) |           |
| Materials and Supplies Expense           | 875,510   |
| General Office Expense                   | 424,212   |
| Advertising Expense                      | 112,673   |
| Telephone Expense                        | 212,289   |
| Accounting Expense                       |           |
| Legal Expense                            | 48,143    |
| Uncollectible Revenue                    | 12,272    |
| Depreciation Expense                     | 1,292,200 |
| Amortization                             |           |
| Operating Taxes and Licenses             | 22,801    |
| Rent Expense                             | 230,599   |
| Loss                                     | 10,380    |
| Total Operating Expenses and Losses      | 6,720,105 |
| <u>Net Income Before Taxes</u>           | 1,072,427 |
| Provision for Income Taxes               |           |
| <u>Net Income (Loss)</u>                 |           |

# **SALES AGREEMENT**

**12a- Application**

The Yellow Cab Company of Pittsburgh et al.

**AMENDED AND RESTATED  
ASSET PURCHASE AGREEMENT**

**among**

**THE YELLOW CAB COMPANY OF PITTSBURGH,  
AIRPORT LIMOUSINE SERVICE, INC.,  
PITTSBURGH CAB COMPANY, INC.,  
RAY RAY CAB COMPANY, LLC,  
SUPERSHUTTLE OF PENNSYLVANIA, LLC,  
AIRLINES ACQUISITION CO., INC.**

**and**

**WHC PA, LLC**

**DATED AS OF August 16, 2019**

## AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This Amended and Restated Asset Purchase Agreement (this "Purchase Agreement") is dated as of August 16, 2019, by and among The Yellow Cab Company of Pittsburgh, a Pennsylvania corporation, Airport Limousine Service, Inc., a Delaware corporation, Pittsburgh Cab Company, Inc., a Pennsylvania corporation, Ray Ray Cab Company, LLC, a Pennsylvania limited liability company, Supershuttle of Pennsylvania, LLC, a Pennsylvania limited liability company, Airlines Acquisition Co., Inc., a Pennsylvania corporation (each, a "Seller", and together "Sellers"), and WHC PA, LLC, a Pennsylvania limited liability company ("Buyer"). Sellers and Buyer are sometimes referred to collectively herein as the "Parties."

### RECITALS

**WHEREAS**, Sellers wish to sell and assign to Buyer, and Buyer wishes to purchase from Sellers, substantially all of Sellers' assets used in connection with its operation of Sellers' taxicab, shared ride van and "black car" service businesses in the Pittsburgh, Pennsylvania area (the "Business"), and to assume certain liabilities of the Business identified herein, subject to the terms and conditions set forth herein;

**WHEREAS**, all annexes, disclosure schedules, exhibits and other attachments hereto are incorporated herein by reference and, taken together with this Purchase Agreement, including the foregoing Recitals, shall constitute but a single agreement;

**WHEREAS**, The Yellow Cab Company of Pittsburgh, Pittsburgh Cab Company, Inc., Ray Ray Cab Company, LLC, Supershuttle of Pennsylvania, LLC and Buyer are parties to that certain Asset Purchase Agreement, dated as of June 27, 2019 (the "Prior Agreement") and the parties thereto hereby desire to amend and restate the Prior Agreement;

**WHEREAS**, under Section 8.8 of the Prior Agreement, the Prior Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party thereto; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE

**Section 1.1 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Sellers, all of Sellers' right, title and interest in the following assets ("Purchased Assets"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance, except for the Assumed Liabilities as provided in Section 1.3 of this Purchase Agreement ("Encumbrance"):

(a) all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, and other items of tangible personal property used in the Business of every kind owned or leased by Sellers (wherever located and whether or not carried

on the books of the Sellers), together with any express or implied warranty, if any, by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto ("Tangible Personal Property"), including without limitation such Tangible Personal Property listed on Section 1.1(a) of the disclosure schedules ("Disclosure Schedules") attached hereto;

(b) all rights and interests of Sellers in the Assigned Contracts listed on Section 1.1(b) of the Disclosure Schedules;

(c) all approvals, consents, licenses, registrations, or permits issued, granted, given or otherwise made available by or under the authority of any governmental body or pursuant to any applicable federal, state, local, municipal, or other law, ordinance, code, regulation, or statute ("Legal Requirements") relating to the Business and all pending applications therefor or renewals thereof ("Governmental Authorizations"), in each case to the extent transferable to Buyer;

(d) copies of all information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form ("Records") related to the operations of the Business, including client and customer lists, referral sources, production reports, service and warranty Records, logs, operating guides and manuals, and, subject to applicable Legal Requirements, copies of all personnel Records of Employees (as defined herein); and

(e) the telephone and fax numbers and related listings (collectively, the "Business Numbers"), trade names and domain names used solely in the operation of the Business and listed on Section 1.1(e) of the Disclosure Schedules; provided that Buyer shall ensure that all references to Sellers associated with the operation of the Business are removed prior to use of such numbers and listings.

**Section 1.2 Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include the Sellers' cash, cash equivalents, trade accounts receivable up to the Closing, and the assets used in Sellers' bus operations (the "Excluded Assets").

**Section 1.3 Assumption of Liabilities.** Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge the liabilities and obligations set forth on Section 1.3 of the Disclosure Schedules arising after the Closing (as defined herein) under the Purchased Assets, but only to the extent that such liabilities and obligations do not relate to any breach, default or violation by Sellers on or prior to the Closing (collectively, the "Assumed Liabilities"). Other than the Assumed Liabilities, Buyer shall not assume any liabilities or obligations of Sellers of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

**Section 1.4 Purchase Price.** The aggregate purchase price for the Purchased Assets shall be \$10,000 (the "Purchase Price"), less a credit for (i) the assumed driver deposits, (ii) the assumed advanced customer deposits, (iii) the aggregate value of all assumed PTO, excluding accrued sick time, and (iv) 50% of the aggregate value of the accrued sick time as of the Closing, each as listed on Section 1.4 of the Disclosure Schedules (collectively, "Credits"). The Buyer

shall deliver the Purchase Price, less Credits, to Sellers at the Closing (as defined herein), by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Section 1.4 of the Disclosure Schedules.

## ARTICLE II CLOSING

Section 2.1 **Closing.** The closing of the transactions contemplated by this Purchase Agreement (the "Closing") shall occur via the e-mail delivery by each party hereto of the documents and other deliverables required by this Purchase Agreement, on August 31, 2019, or such other date and place mutually convenient to the parties after satisfaction of all conditions precedent to closing set forth in this Purchase Agreement, provided, however, that if all conditions precedent have been satisfied, the closing shall be no later than the tenth (10th) business day after satisfaction of all conditions precedent. The date of the closing is referred to herein as the "Closing Date." The consummation of the transactions contemplated by this Purchase Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

### Section 2.2 **Closing Deliverables.**

- (a) At the Closing, Sellers shall deliver to Buyer the following:
- (i) one or more bills of sale in the form of Exhibit A hereto (the "Bill of Sale") and duly executed by Sellers, transferring the Purchased Assets to Buyer other than the Purchased Assets transferred pursuant to other agreements, instruments, or documents as contemplated herein;
  - (ii) evidence of discharge of all Encumbrances, if any, with respect to the Purchased Assets;
  - (iii) an assignment and assumption agreement in the form of Exhibit B hereto (the "Assignment and Assumption Agreement") and duly executed by Sellers, effecting the assignment to and assumption by Buyer of each Assigned Contract listed in Section 1.1(b) of the Disclosure Schedules;
  - (iv) a noncompetition agreement in the form of Exhibit C hereto executed by Sellers (the "Noncompetition Agreement");
  - (v) a transition services agreement in the form of Exhibit D hereto executed by The Yellow Cab Company of Pittsburgh (the "Services Agreement") relating to the services of The Yellow Cab Company of Pittsburgh's employees listed in Section 5.15 of the Disclosure Schedules;
  - (vi) a certificate of the Secretary (or equivalent officer) of each Seller certifying as to the names and signatures of the officers of such Seller authorized to sign this Purchase Agreement and the documents to be delivered hereunder;

(vii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Purchase Agreement; and

(viii) Certificate executed by an officer of each Seller, certifying that each covenant and agreement of such Seller to be performed prior to or as of the Closing pursuant to this Purchase Agreement has been performed and each representation and warranty of such Seller is true and correct on the Closing Date, as if made on and as of the Closing Date.

(ix) an affiliate agreement in the form of Exhibit F hereto executed by The Yellow Cab Company of Pittsburgh (the "Affiliate Agreement").

(b) At the Closing, Buyer shall deliver to Sellers the following:

(i) the Purchase Price, less the Credits, in accordance with Section 1.4;

(ii) an Assignment and Assumption Agreement duly executed by Buyer;

(iii) copies of all consents and authorizations, if any, referred to in Section 4.2 of the Disclosure Schedules;

(iv) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Buyer certifying as to the names and signatures of the officers of Buyer authorized to sign this Purchase Agreement and the documents to be delivered hereunder; and

(v) Certificate executed by an officer of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Purchase Agreement has been performed and each representation and warranty of Buyer is true and correct on the Closing Date, as if made on and as of the Closing Date.

(vi) the Affiliate Agreement duly executed by Buyer.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER**

Each Seller, severally and not jointly, represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof. For purposes of this Article III, "Sellers' knowledge," "knowledge of Sellers" and any similar phrases shall mean that any director or officer of Sellers either is actually aware of the particular fact or matter or, by virtue of such person's position with the Sellers, reasonably would be expected to be aware of the particular fact or matter.

Section 3.1 **Organization and Authority of Sellers; Enforceability.** Each of Airlines Acquisition Co., Inc., The Yellow Cab Company of Pittsburgh and Pittsburgh Cab Company, Inc. is a corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, each of Ray Ray Cab Company, LLC and Supershuttle of

Pennsylvania, LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and Airport Limousine Service, Inc. is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Each Seller has full corporate or organizational power, as applicable, and authority to enter into this Purchase Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by each Seller of this Purchase Agreement and the documents to be delivered hereunder by such Seller and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate or organizational action on the part of such Seller. This Purchase Agreement and the documents to be delivered hereunder by each Seller have been duly executed and delivered by such Seller, and (assuming due authorization, execution and delivery by Buyer) this Purchase Agreement and the documents to be delivered hereunder by Sellers constitute legal, valid and binding obligations of each Seller, enforceable against such Seller in accordance with their respective terms.

**Section 3.2 No Conflicts; Consents.** The execution, delivery and performance by each Seller of this Purchase Agreement and the documents to be delivered by each Seller hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws, limited liability company operating agreement or other organizational documents of such Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such Seller and the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any Assigned Contract or any other instrument or contract to which such Seller is a party and the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization, not delivered as part of the Closing of transactions contemplated hereunder, is required to be obtained by any Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by such Seller of this Purchase Agreement and the consummation of the transactions contemplated hereby.

**Section 3.3 Title to Purchased Assets.** Each Seller owns and has good title to the Purchased Assets and each of the vehicles listed on the Exhibits to the Bills of Sale attached to this Purchase Agreement, free and clear of Encumbrances.

**Section 3.4 Condition of Assets.** The Tangible Personal Property included in the Purchased Assets each Seller represents it owns are being sold "as is". As such, neither Seller makes any representation or warranty regarding the condition of the Tangible Personal Property or whether any such Tangible Personal Property is in need of maintenance or repairs.

**Section 3.5 Assigned Contracts.** Section 1.1(b) of the Disclosure Schedules includes each revenue contract and lease agreement included in the Purchased Assets and being assigned to and assumed by Buyer (the "Assigned Contracts"). Each Assigned Contract to be assigned by a Seller hereunder is valid and binding on such Seller in accordance with its terms and is in full force and effect. None of the Sellers or, to such Seller's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or

received any written notice of any intention to terminate, any Assigned Contract relating to such Seller. No event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assigned Contract have been made available to Buyer. There are no disputes pending or, to any Seller's knowledge, threatened under any Assigned Contract.

**Section 3.6 Non-foreign Status.** No Seller is a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

**Section 3.7 Compliance With Laws; Governmental Authorizations.** Each Seller is in compliance in all material respects with all applicable Legal Requirements applicable to its ownership and use of the Purchased Assets as currently conducted (including without limitation environmental and occupational safety and health Legal Requirements), Assumed Liabilities, and the employment of Employees. Each Seller is in compliance in all material respects with all Governmental Authorizations necessary for the operation, use or ownership of the Purchased Assets.

**Section 3.8 Legal Proceedings.** There is no claim, action, suit, proceeding or governmental investigation ("Action") of pending or, to any Seller's knowledge, threatened against or by such Seller (a) relating to or affecting, the Purchased Assets, or the Assumed Liabilities; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Purchase Agreement. To each Seller's knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

**Section 3.9 Brokers.** Except for fees payable by the Sellers to Cascade Partners, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Purchase Agreement based upon arrangements made by or on behalf of the Sellers.

**Section 3.10 Employees.** Set forth on Section 3.10 of the Disclosure Schedules is a complete and accurate list of all Employees currently employed by each Seller in conducting the Business, including name; age; job title; date of hiring; current compensation; sick and vacation leave that is accrued but unused, and will be transferred to Buyer in the form of a Credit to the Purchase Price, eligibility to participate under any benefit plan; and any applicable employment contract. With respect to the Employees Buyer has agreed to hire, no Seller is (i) a party to or otherwise bound by any collective bargaining or other type of union agreement, (ii) a party to, involved in or, to such Seller's knowledge, threatened by, any labor dispute or unfair labor practice charge, or (iii) currently negotiating any collective bargaining agreement. No Seller has experienced any work stoppage within the three (3) year period preceding the Closing. Each Seller has previously disclosed all of its employee benefit plans to Buyer in writing. Each Seller and its benefit plans are, and at all times have been, in compliance in all material respects with all applicable Legal Requirements. Each Seller warrants that it has not taken action causing an Employment Loss for such Seller's employees at any of its facilities within the 90 days preceding the Closing Date. "Employment Loss" for this purpose shall mean (a) an employment termination, other than a discharge for cause, voluntary departure, or retirement, (b) a layoff

exceeding six (6) months or (c) a reduction in hours of work of more than fifty percent (50%), and "employee" shall mean any employee, including officers, managers and supervisors, but excluding employees who are employed for an average of fewer than 20 hours per week or who have been employed for fewer than six (6) of the preceding 12 months.

Section 3.11 **Business Numbers; Trade Names.** Set forth on Section 1.1(e) of the Disclosure Schedules is a true and complete list of all Business Numbers, trade names and domain names currently used in or related to the Business of each Seller.

Section 3.12 **Taxes.** (a) There are no Encumbrances for taxes on any of the Purchased Assets, (b) neither Seller has granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any taxes applicable to the Purchased Assets, and (c) to each Seller's knowledge, there is no action, suit, proceeding, investigation, audit, claim, assessment or judgment now pending against such Seller or relating to the Purchased Assets or Assumed Liabilities in respect of any taxes.

Section 3.13 **Environmental Matters.** Except as set forth on Section 3.13 of the Disclosure Schedules:

(a) To the knowledge of each The Yellow Cab Company of Pittsburgh, no underground storage tanks and no material quantities or concentrations of any substance that has been designated as of the Closing Date by any governmental entity or by applicable federal, state, local or other applicable law to be radioactive, toxic or hazardous, including, without limitation, PCBs, asbestos, petroleum, urea-formaldehyde and all substances listed as hazardous substances pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or defined as a hazardous waste pursuant to the United States Resource Conservation and Recovery Act of 1976, as amended, and the regulations promulgated pursuant to said laws, but excluding office and janitorial supplies properly and safely maintained (a "Hazardous Material"), are present in, on or under any of the Transferred Property, including the land and the improvements, ground water and surface water thereof. The term Transferred Property means the Pittsburgh Lease.

(b) The Yellow Cab Company of Pittsburgh has not transported, stored, used, manufactured, disposed of or released, or exposed its employees or others to, Hazardous Materials in violation of any law in effect on or before the Closing Date, nor has The Yellow Cab Company of Pittsburgh disposed of, transported, sold, or manufactured any product containing a Hazardous Material (collectively, "Hazardous Materials Activities") in violation of any applicable rule, regulation, treaty or statute promulgated by any Governmental Entity in effect prior to or as of the date hereof to prohibit, regulate or control Hazardous Materials or any Hazardous Material Activity, in each case, that would reasonably be expected to result in a material liability.

#### Section 3.14 **Intellectual Property Assets**

(a) Each Seller has disclosed on Section 3.14 of the Disclosure Schedules attached hereto a true and complete list of all Intellectual Property owned by such Seller that is subject to an application or registration and is currently used in the Business (the "Sellers Owned Registered Intellectual Property"). Each Seller owns, or to such Seller's knowledge,

possess adequate licenses or other valid rights to all of the material intellectual property used in the Business ("Business Intellectual Property"), as disclosed on Section 3.14 of the Disclosure Schedules. No assignment, sale, agreement or encumbrance has been or will be made or entered into by the any Seller that would conflict with the assignment and sale of the Intellectual Property that is owned by such Seller ("Owned Intellectual Property"), which Owned Intellectual Property is disclosed on Section 3.14 of the Disclosure Schedules, to Buyer pursuant to this Purchase Agreement and any other agreements contemplated herein. Each Seller has the right to use and transfer, assuming consent to assignment is obtained where required, all of the Business Intellectual Property (including, without limitation, any software used in the Business).

(b) Except as disclosed on Section 3.14 of the Disclosure Schedules, none of the Sellers Owned Registered Intellectual Property has been or is now involved in any interference, reissue, reexamination, opposition, invalidation or cancellation proceeding.

(c) To the knowledge of each Seller, (i) the Business as it is currently being conducted does not violate or infringe upon any Intellectual Property of any third party, and no rights, permissions or licenses are or will be required on the part of the Business to avoid such violation or infringement, and (ii) no party is infringing on either Seller's rights with respect to any of such Seller's Owned Intellectual Property. Neither Seller has asserted or threatened any claim or objection against any party for any infringement or misappropriation of any of such Seller's Owned Intellectual Property.

(d) As used herein, "Intellectual Property" means all domestic and foreign inventions, disclosures, patents, patent applications, trademarks, service marks and registrations therefor, trade names, copyrights, copyright registrations, trade secrets, customer lists, professional personnel lists, former, current and potential employee professional information, knowhow, processes, logos, slogans, intellectual property rights embodied by proprietary computer software, proprietary technology, and all other proprietary rights of any kind or character, and any and all records embodying or containing information related to the foregoing.

(e) No Seller has granted any license or similar rights in any of such Seller's Owned Intellectual Property to any third party, other than non-exclusive licenses granted in the ordinary course consistent with past practices (including, without limitation, licenses contained in NDAs and confidentiality agreements, and express or implied licenses granted to employees and contractors to use Owned Intellectual Property in the performance of their job or services for Company). No party other than the Sellers owns or has any proprietary, financial or other interest, direct or indirect, in whole or in part, including any right to royalties or other compensation, in any of the Owned Intellectual Property, other than non-assignable moral rights (in the case of copyright rights) and subject to statutory reversionary rights under the US Copyright Act. In particular and without limiting the foregoing, none of the former or current employees, agents or contractors of any Seller has any rights to any of such Seller's Owned Intellectual Property developed or created by such party, and all such Owned Intellectual Property is the property of one of the Sellers as works made for hire or otherwise. Except as disclosed on Section 3.14 of the Disclosure Schedules, none of the Owned Intellectual Property that is a trade secret material to the Business has been disclosed to any party unless such disclosure was necessary and made pursuant to a confidentiality agreement or was made in the ordinary course of business.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Sellers that the statements contained in this Article IV are true and correct as of the date hereof. For purposes of this Article IV, "Buyer's knowledge," "knowledge of Buyer" and any similar phrases shall mean that any director or officer of Buyer either is actually aware of the particular fact or matter or, by virtue of such person's position with the Buyer, reasonably would be expected to be aware of the particular fact or matter.

**Section 4.1 Organization and Authority of Buyer; Enforceability.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Buyer has full corporate power and authority to enter into this Purchase Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Purchase Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Purchase Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Sellers) this Purchase Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

**Section 4.2 No Conflicts; Consents.** The execution, delivery and performance by Buyer of this Purchase Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Purchase Agreement and the consummation of the transactions contemplated hereby.

**Section 4.3 Legal Proceedings.** There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Purchase Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

**Section 4.4 Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Purchase Agreement based upon arrangements made by or on behalf of Buyer.

**Section 4.5 Employees.** Set forth on Section 4.5 of the Disclosure Schedules is a list of employees of Sellers that Buyer intends to hire at Closing.

## ARTICLE V COVENANTS

Section 5.1 **Employees.** Immediately before Closing, each Seller will, in full compliance with all applicable Legal Requirements, terminate the employment of all employees of such Seller, as identified on Section 5.1 of the Disclosure Schedules ("Employees"). Except as specifically set forth in this Purchase Agreement, Buyer shall have no obligation or liability with respect to the employment or termination by Sellers of any Employees, including any liability or obligation for or with respect to accrued benefits, continuing benefits, severance or otherwise. Immediately prior to the Closing Date, each Seller shall deliver to Buyer a schedule that reflects, as of the Closing Date, the individual and aggregate value of Employees' accrued vacation, sick, holiday or other paid time off ("PTO"). At Closing, Buyer will initially offer employment to Employees on a strictly "at-will" basis. Notwithstanding any provision hereof, Buyer shall not assume any obligation or liability to any employee under workers compensation laws for covered injuries or accidents which occur on or before the Closing Date.

Section 5.2 **Transfer of Licenses.** Sellers and Buyer will cooperate with each other and use commercially reasonable efforts to cause the transfer of Governmental Authorizations from Sellers to Buyer which are necessary for the operation of the Purchased Assets, including without limitation the transfer of licenses and authorizations and/or applications with the City of Pittsburgh, Pennsylvania ("Transfer of Licenses"). Buyer shall be responsible for all costs and expenses associated with the Transfer of Licenses.

Section 5.3 **Consents.** Promptly following the execution of this Purchase Agreement, Sellers will use commercially reasonable efforts to obtain the third-party consents, waivers and estoppels that are set forth in Section 5.3 of the Disclosure Schedules and required to assign to Buyer the Assigned Contracts (the "Required Consents"), provided in no event shall Sellers be obligated to make any monetary payment in order to secure such consent, waiver or estoppel.

Section 5.4 **Information.** Sellers will afford to the Buyer and authorized representatives and agents (which shall include accountants, attorneys, bankers, and other consultants) of Buyer full and complete access during normal business hours to and the right to inspect the properties, books, and records of Sellers applicable to the Purchased Assets and Assumed Liabilities, and will furnish Buyer with such additional financial and operating data and other information related to the Purchased Assets and Assumed Liabilities as Buyer may from time to time reasonably request. Buyer's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of the Sellers' Business and shall be subject to reasonable advance notice.

Section 5.5 **Operations.** After the execution and delivery of this Purchase Agreement and until Closing, Sellers will (i) maintain the Purchased Assets and all parts thereof in the same operating condition, ordinary wear and tear excepted; (ii) perform all of its obligations under all Assigned Contracts; and (iii) use reasonable commercial efforts to retain its present Employees.

Section 5.6 **Negative Covenants.** After the execution and delivery of this Purchase Agreement and until Closing, Sellers will not, without the prior written consent of Buyer: (i) create or assume any Encumbrance upon any Purchased Assets; (ii) sell, assign, lease, or

otherwise transfer or dispose of any Purchased Assets; (iii) waive any material rights or claims of Sellers affecting the Purchased Assets or Assumed Liabilities; (iv) commence a lawsuit affecting any Purchased Assets; or (v) take, or agree (in writing or otherwise) to take, any action which would make any of the representations and warranties of the Sellers contained in this Purchase Agreement untrue, or result in any of the closing conditions set forth in this Purchase Agreement not being satisfied.

**Section 5.7 Disclosure Schedules Update.** Sellers will update the Disclosure Schedules to this Purchase Agreement, from time to time, as needed, through the Closing Date, and promptly deliver the same to Buyer.

**Section 5.8 No-Shop.** Until the Closing or, if sooner, the termination of this Purchase Agreement, neither Sellers nor its owners shall directly or indirectly (a) solicit, (b) encourage the submission of offers or proposals from any person or entity with respect to, (c) submit any offer or proposal to any person or entity with respect to, (d) initiate or participate in, or meaningfully respond to, any inquiries, negotiations, or discussions regarding, or (e) enter into (or authorize) any agreement, letter of intent or agreement in principle (whether absolute, binding, condition, non-binding or otherwise) with respect to any sale or issuance by Sellers or owners of equity, indebtedness or other securities convertible into equity or indebtedness of the Sellers of the Purchased Assets.

**Section 5.9 Public Announcements.** Unless otherwise required by applicable law, neither party shall make any public announcements regarding this Purchase Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed).

**Section 5.10 Bulk Sales Laws.** The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

**Section 5.11 Transfer Taxes.** All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Purchase Agreement and the documents to be delivered hereunder shall be borne and paid by Buyer when due. Sellers shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

**Section 5.12 Further Assurances.** Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Purchase Agreement and the documents to be delivered hereunder, it being the intent of the Parties that Buyer is hereby purchasing all assets used by Seller in connection with the Business, except for the Excluded Assets and matters covered by the Transition Services Agreement.

**Section 5.13 Insurance; Bonds.**

(a) Buyer agrees to acquire and maintain in place any and all insurance necessary to meet the requirements under the agreements referenced in Section 7.3(c) and Section 7.5 of this Purchase Agreement, which insurance shall be effective as of 12:01 a.m. on the Closing, and shall name Sellers as an additional insured under such insurance policies.

(b) Each Seller agrees to keep the bonds set forth on Section 5.13 of the Disclosure Schedules for such Seller (the "Bonds") in full force and effect for the applicable statute of limitations period for the Commonwealth of Pennsylvania.

**Section 5.14 Right to Bid and Perform Taxi Services.**

(a) For a period of one (1) year following the Closing Date, Sellers shall (or shall cause its applicable affiliate to) provide Buyer with a right to bid on future subcontracting work for the following taxi services (hereinafter referred to collectively as the "Taxi Services") in the geographic area operated in by Sellers as of the Closing: taxicab, non-emergency medical transportation, paratransit services, student transportation and all other taxi-related services generally provided by the SuperTaxi, Inc. companies for Transdev Services, Inc. and affiliated companies ("Transdev"). Buyer shall have ten (10) days from the receipt of any notice from Transdev or Sellers (or an applicable affiliate) regarding bidding on any Taxi Services to notify Sellers in writing of Buyer's intention to submit a bid in respect to such notice. Such notice shall contain the material terms and conditions with respect to bidding on the proposed Taxi Services, including the deadline to submit such bid. In the event Buyer does not notify Sellers of its intention to perform the proposed Services within such ten (10) day period and/or submit a bid within the timeframe specified in said notice, Sellers shall be deemed to have declined to bid on the proposed Taxi Services.

(b) In addition to the rights set forth in Section 5.14(a), Buyer shall have the right and obligation to continue to provide the current subcontracted Taxi Services provided by Seller for Transdev subject to the terms of the subcontract between Transdev and Buyer attached as Exhibit F to this Agreement (the "Subcontract"), which Subcontract shall be executed and delivered by the parties as a condition of Closing. Buyer agrees to perform the Taxi Services specified in the Subcontract until the earliest to occur of the following: (i) termination of the current term of the prime contract held by Transdev or any Seller (or an applicable affiliate) pursuant to which the Taxi Services listed on Section 5.14 of the Disclosure Schedules are currently subcontracted; (ii) termination of the Subcontract for Taxi Services because of default by Buyer; and (iii) the date that Buyer ceases to operate a taxi business, or sells, assigns or leases its taxi business to a non-affiliated third-party in the geographic area in which the current subcontracted Taxi Services are provided, unless Transdev or any Seller (or an applicable affiliate) has approved in writing of the sale, assignment, lease or assigned of the Subcontract to the third-party, such approval not to be unreasonably withheld, conditioned or delayed.

**Section 5.15 Employee Compensation; Waiver of Restrictive Covenants.**

(a) Buyer shall pay to YC Holdings, Inc., an affiliate of Sellers ("YCH") (1) the aggregate sum of \$9,525 per month, which amount equals forty-five percent (45%) of the

current salary of James D. Campolongo (“Campolongo”) and (2) an amount equal to forty-five (45%) of all bonuses paid to Campolongo, in each case pursuant to that certain Employment Agreement by and between Campolongo and YCH dated October 1, 2017 (as theretofore amended, the “Employment Agreement”). The aforementioned salary reimbursement shall be due and payable by Buyer to YCH weekly on each Friday, commencing on August 23, 2019 and on each month thereafter until the expiration of the Employment Agreement. The aforementioned bonus reimbursement shall be payable by Buyer to YCH within thirty (30) days of the payment of any such bonus by YCH to Campolongo during the term of the Employment Agreement.

(b) YCH, together with Sellers and their affiliates, each do and hereby waive any application and/or enforcement of the restrictive covenants set forth in the Employment Agreement (the “Restrictive Covenants”), for any periods prior to and following the Closing. The foregoing notwithstanding, until the expiration of the Employment Agreement or until such time as Campolongo is terminated by YCH for any reason, whichever is earlier, Campolongo shall not be permitted to engage in the following activities for any person or entity other than YCH: the design, development, construction or operation of a bus transportation service for the purpose of carrying passengers, in the following contexts: (i) Employee / Work Campus Shuttle – taking employees to and from their home and place of work or around their employment premises; (ii) University / Student Shuttle – taking students to and from their residences and/or around the campus facilities; (iii) Health Care Systems Shuttling – taking medical professionals and patients to and from residences and hospital systems, and around the hospital system’s facilities; and (iv) Airport / Airlines – taking airport or airline employees around the airport or to and from the airport and lodging, or transporting passengers to and from the airport and airport adjacent services (e.g. rental car facilities). For purposes of this Section 5.15(b) and solely with respect to Campolongo’s employment with Buyer, a “bus transportation” shall mean transportation involving vehicles that (a) individually carry no fewer than eight (8) passengers and (b) travel a pre-designated route each day. In the event Campolongo seeks to perform “bus transportation” services on his behalf or on behalf of a party other than Buyer, the reference to “eight (8) passengers” immediately above shall be changed to “sixteen (16) passengers.” Notwithstanding the foregoing, the “SuperShuttle” business in Pittsburgh (or any successor thereof) which will be operated by Buyer post-Closing shall not be considered a “bus transportation service.”

(c) Sellers and their affiliates (including YCH) shall and do hereby consent to (A) Campolongo’s ownership of an equity interest in WHC Worldwide, LLC, the parent of Buyer (together with its affiliates and subsidiaries, “WHC”), and (B) Campolongo’s performance of services for or on behalf of WHC both prior to and subsequent to the Closing Date. For avoidance of doubt and subject to the terms of this Section 5.15(b), neither Campolongo’s ownership interest in WHC nor his participation in the operations of WHC shall give rise to any claim or charge of a breach or violation of the Restrictive Covenants or serve as a basis for any claim that Sellers or their affiliates (including YCH) now has or may have against Campolongo in the future, all of which are hereby released and disclaimed, nor shall any of Campolongo’s past, present or future activities entitle any party to reduce Campolongo’s salary or terminate his employment for Cause (as defined in the Employment Agreement). Sellers represent and warrant that they have the full power and authority to offer the foregoing waivers, consents and releases for and on behalf of YCH, and Sellers and Buyer each recognize and agree that Campolongo shall be an intended third party beneficiary of this Section 5.15 with the full right and authority to enforce the same.

(d) The rights, benefits and obligations set forth in this Section 5.15 shall survive the Closing.

Section 5.16 **Contracting Services.** Sellers shall make available to Buyer the services of the employees listed on Section 5.15 of the Disclosure Schedules pursuant to the terms of the Services Agreement.

Section 5.17 **Cooperation Post-Closing.** Following the Closing, the Parties will cooperate with each other to identify any assets that were not transferred as part of the Purchased Assets at the Closing but that, pursuant to the provisions of this Agreement, were required or intended to be transferred (the “*Nontransferred Assets*”). To the extent any Nontransferred Assets are identified and Seller is legally and contractually permitted to transfer such assets, Seller will, at no cost to Buyer, promptly take all actions to transfer such Nontransferred Assets to Buyer.

## ARTICLE VI CONDITIONS TO CLOSING; TERMINATION PRIOR TO CLOSING

Section 6.1 **Conditions Precedent to Obligations of Buyer.** Notwithstanding anything herein to the contrary, the obligations of Buyer to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Buyer at or prior to the Closing:

(a) The representations and warranties of Sellers contained in this Purchase Agreement shall be true in all material respects when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each and all of the terms, covenants, and conditions of this Purchase Agreement to be complied with or performed by Sellers on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

(b) No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no governmental agency or body shall have taken any other action with respect to the Purchased Assets, as a result of which Buyer reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

(c) Since the date of this Purchase Agreement, there shall not have occurred any event, change or occurrence that has or could reasonably be expected to have a material adverse effect upon the Purchased Assets.

(d) Sellers shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) have admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated a bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Sellers.

(e) Buyer shall have obtained all of the Required Consents and the Transfer of Licenses from Sellers to Buyer.

(f) Sellers shall have made the deliveries required to be made by it under Section 2.2(a) hereof.

(g) The transactions contemplated by the asset purchase and stock purchase agreements set forth on Section 6.1(g) of the Disclosure Schedules shall have closed or close simultaneously with this Purchase Agreement.

(h) Transdev On Demand, Inc. ("TOD") shall have entered into a Transition Services Agreement with WHC Worldwide, LLC substantially in the form attached hereto as Exhibit E-1 relating to general transition services to be provided by TOD to Buyer, as agreed to by the parties. In addition, The Yellow Cab Company of Pittsburgh shall have entered into a Transition Services Agreement with Buyer pursuant to which such company will continue to provide certain maintenance and other services for Buyer following the Closing, on the terms set forth therein, which agreement shall be substantially in the form attached hereto as Exhibit E-2.

**Section 6.2 Conditions Precedent to Obligations of Sellers.** Notwithstanding anything herein to the contrary, the obligations of Sellers to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Sellers at or prior to the Closing:

(a) The representations and warranties of Buyer contained in this Purchase Agreement shall be true in all material respects when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Any update by Sellers to its Disclosure Schedules prior to the Closing as required by Section 5.7 shall be deemed to modify such representation and warranty unless Buyer objects in writing to such update within three (3) business days of receipt of such update. Each and all of the terms, covenants, and conditions of this Purchase Agreement to be complied with or performed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

(b) No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no governmental agency or body shall have taken any other action with respect to Sellers or its owners, the Business, or the Purchased Assets, as a result of which Sellers reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

(c) Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) have admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated a bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Buyer.

(d) Buyer shall have made the deliveries required to be made by them under Section 2.2(b) hereof.

(e) The transactions contemplated by the asset purchase and stock purchase agreements described in Section 6.1(g) of the Disclosure Schedules shall have closed or are closing simultaneously with this Purchase Agreement.

**Section 6.3 Termination Prior to Closing.** Notwithstanding anything herein to the contrary, this Purchase Agreement may be terminated at any time: (a) on or prior to the Closing Date by the written agreement of Sellers and Buyer; (b) on or prior to the Closing Date by Buyer, if satisfaction of any condition to Buyer's obligations under Section 6.1 of this Purchase Agreement becomes impossible or impractical with the use of commercially reasonable efforts (unless the failure results primarily from Buyer breaching any representation, warranty, or covenant herein) and such condition shall not have been waived by Buyer; (c) on or prior to the Closing Date by Sellers, if satisfaction of any condition to Sellers' obligations under Section 6.2 of this Purchase Agreement becomes impossible or impractical with the use of commercially reasonable efforts (unless the failure results primarily from Sellers breaching any representation, warranty, or covenant herein) and such condition shall not have been waived by Sellers; or (d) by Buyer or Sellers, if the Closing Date shall not have taken place on or before August 31, 2019 (which date may be extended by the written agreement of Buyer and Sellers); provided that the right to terminate this Purchase Agreement under this item (d) shall not be available to any party if the failure of the Closing to take place by said date results primarily from such party's (or such party's Affiliate's) breach of any representation, warranty covenant herein. If this Purchase Agreement is terminated pursuant to this Section, this Purchase Agreement shall be null and void and all rights and obligations of the parties hereunder shall terminate without any liability of any party to any other party, except that nothing herein shall prevent any party from pursuing any of its legal rights or remedies that may be granted to any party by law against the other party to this Purchase Agreement as a result of any default by the other party in the observance or in the due and timely performance of such party of any of the covenants herein contained.

## ARTICLE VII INDEMNIFICATION

Section 7.1 **Survival.** Except as provided in the last three sentences of this Section 7.1, all indemnification obligations of either Sellers and Buyer shall survive the Closing for a period of one-year, provided that the following shall survive the Closing for the period of the applicable statute of limitations under applicable law: (i) the Sellers' indemnification obligation arising out of a breach of Section 3.1, 3.2, 3.3, or 3.12, and the Sellers' indemnification obligation under Section 7.2(b) and (c), and (ii) the Buyer's indemnification obligation under Section 7.3(b) and (c). Buyer's indemnification obligations with respect to the Assumed Liabilities shall survive until the Assumed Liabilities have been satisfied/performed in full. Buyer's indemnification obligations with respect to claims against the Bonds shall survive until the Bonds have expired and no further claims can be made against the same. Sellers' indemnification obligation pursuant to Section 7.2(d) (regarding pension liabilities) will survive until all such liability (whether current, deferred, contingent, or otherwise) has been satisfied in full and no claims may be made against Sellers or Buyer related to such liability.

Section 7.2 **Indemnification By Sellers.** Sellers shall defend, indemnify and hold harmless Buyer, its affiliates and their respective members, managers, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Sellers contained in this Purchase Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Sellers pursuant to this Purchase Agreement or any document to be delivered hereunder;

(c) any Excluded Asset, or any liability of the Sellers other than Assumed Liabilities; or

(d) any direct or indirect liability arising from or related to (i) pension liabilities, pension contributions, or pension funding obligations under or arising from (A) collective bargaining agreements with Local Union #926 of the International Brotherhood of Teamsters and Local Lodge 1060 of the International Association of Machinists and Aerospace Workers or (B) participation in or contributions to Western Pennsylvania Teamsters and Employers Pension Fund and IAM National Pension Fund (together, the "**Pension Obligations**") (including, without limitation, withdrawal liability within the meaning of 29 U.S.C. § 1381 or other similar liability that is or may be imposed upon any Seller, or any trade or business affiliated with any Seller, in connection with a partial, complete, or mass withdrawal from any multiemployer pension plan to which Pension Obligations are, have been, or may be owed, and (ii) any amounts attributable to the Pension Obligations, such as interest, liquidated damages, or attorney fees, in either case to which Buyer, or any trade or business affiliated with Buyer, is or becomes or may become subject for any reason, including, without limitation, by reason of being characterized as a "successor employer" with respect to any Seller or any trade or business affiliated with any

Seller, it being the intent and understanding of the Parties that Buyer has not agreed to assume or be responsible for the Pension Obligations and that Sellers shall be responsible for all such Pension Obligations whenever accrued and whenever coming due, regardless of when the contribution obligation, withdrawal, partial withdrawal, mass withdrawal, collection action, or other event creating, establishing, or triggering such liability occurs. Sellers represent and warrant that the Pension Obligations encompass all the pension liabilities, pension contributions, and pension funding obligations to which any Seller, or any trade or business affiliated with any Seller, has contributed or assumed responsibility for in connection with the Business, and Sellers agree that the indemnification obligation in this Section 7.2(d) includes an obligation to indemnify Buyer for any breach of this specific representation and warranty. The foregoing notwithstanding, in the event any pension liabilities, pension contributions, or pension funding obligations arise as a direct result of Buyer's actions taken following the date of this Agreement, Seller shall have no obligation to indemnify Buyer regarding the same.

**Section 7.3 Indemnification By Buyer.** Buyer shall defend, indemnify and hold harmless Sellers, its affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Purchase Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Purchase Agreement or any document to be delivered hereunder;

(c) any Assumed Liability for periods after the Closing Date, including, without limitation, Buyer's performance of the transportation services required to be provided under the revenue contracts listed on Section 1.1(b) of the Disclosure Schedules on and after the Closing, any claims of breach of such agreements arising from Buyer's performance of such agreements following the Closing, and Buyer's failure to obtain and maintain any insurance required under such agreements;

(d) Buyer's operation of the Purchased Assets after the Closing Date, including, without limitation, Buyer's use of any trade names or domain names included within the Purchased Assets;

(e) Any claims against the Bonds for matters arising after the Closing;

or

(f) Any liability incurred by Seller arising as a result of a breach of any Assigned Contract to the extent such liability arises as a result of the failure to obtain a required consent under such Assigned Contract and a corresponding breach of contract claim relating to such failure by the other party to such Assigned Contract.

**Section 7.4 Certain Limitations.**

(a) Except in the case of fraud and except with respect to Sellers' indemnification obligation under Section 7.2(d) (regarding pension liabilities), the maximum amount Buyer and Sellers shall be entitled to recover from the other party with respect to any breach of the representations and warranties set forth in Section 3 and 4, respectively, of this Purchase Agreement and in the purchase agreements entered into in the Ancillary Transactions shall be \$600,000 (the "Cap"). The parties acknowledge and agree that the Cap shall apply to a breach of the representations and warranties of the sellers and buyers set forth in the asset purchase agreements and stock purchase agreements concurrently entered into by and between affiliates of Sellers and Buyer and listed on Section 6.1(g) of the Disclosure Schedules (the "Ancillary Transactions"). For purposes of clarification, the Cap shall not be \$600,000 for each transaction, but rather for this transaction and all of the Ancillary Transactions in the aggregate. In addition to the foregoing limitation, in no event may Buyer make a claim for indemnification under Section 7 of this Purchase Agreement for an amount greater than the sum of the Purchase Price set forth in Section 1.4 and the sums set forth in the Bills of Sale delivered to Buyer in connection with this Purchase Agreement, except with respect to Sellers' indemnification obligation under Section 7.2(d) (regarding pension liabilities), which is limited.

(b) In no event shall any indemnifying party be liable to any indemnified party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Purchase Agreement, or diminution of value or any damages based on any type of multiple.

(c) Each indemnified party shall take, and cause its affiliates to take, all reasonable steps to mitigate any loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such loss, except with respect to Sellers' indemnification obligation under Section 7.2(d), Buyer will have no obligation to pay any pension liability (or any installment or portion thereof) by reason of this mitigation obligation.

(d) Notwithstanding anything in this Agreement to the contrary, Sellers are not providing any indemnification with respect to the representation and warranty set forth in Section 3.13 of this Agreement.

**Section 7.5 Indemnification By Buyer Regarding Obligations under Lease Agreement.** Buyer has agreed to assume any and all obligations arising on and after the Closing under that certain Lease, dated January 1, 2019, by and between Campolongo Family Limited Partnership, as landlord, and Supertaxi, Inc., as tenant relating to the property in the 21st Ward of the City of Pittsburgh, located at 1101 Beaver Avenue at West North Avenue, and designated as Block and Lot 7 A14 in the Recorder's office in the County of Allegheny (the "Pittsburgh Lease"). In connection with such assumption, Buyer shall indemnify, defend (with counsel reasonably acceptable to Sellers) and hold harmless Sellers, any guarantor of the Pittsburgh Lease, Sellers' parents, subsidiaries, affiliates, shareholders, directors, officers, employees and agents for, from and against all claims, costs, expenses, actions, suits, proceedings, losses, damages, and liabilities of any kind whatsoever, including but not limited to all amounts paid in settlement of, and all costs and expenses (including without limitation reasonable attorney's fees and costs) incurred in defending or settling any action, suit, or proceeding directly or indirectly arising out of or relating

to any default of Buyer as the assignee and tenant under the Pittsburgh Lease which default by Buyer arose on or after the Closing.

**Section 7.6 Indemnification Procedures.** Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the "Indemnifying Party"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Purchase Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

**Section 7.7 Tax Treatment of Indemnification Payments.** All indemnification payments made by Sellers under this Purchase Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

**Section 7.8 Effect of Investigation.** Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of Sellers contained herein will not be affected by any investigation conducted by Buyer with respect to, or any knowledge acquired by Buyer at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

**Section 7.9 Cumulative Remedies.** The rights and remedies provided in this Article VII are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

## **ARTICLE VIII MISCELLANEOUS**

**Section 8.1 Expenses.** All costs and expenses incurred in connection with this Purchase Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**Section 8.2 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during

normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.2):

If to Sellers: Transdev North America, Inc.  
720 East Butterfield Road, Suite 300  
Lombard, Illinois 60148  
E-mail: jennifer.coyne@transdev.com  
Attention: Jennifer Coyne

with a copy to: DLA Piper LLP (US)  
2525 E. Camelback Road, Suite 1000  
Phoenix, Arizona 85016  
Facsimile: 480-606-5528  
E-mail: greg.hall@us.dlapiper.com  
Attention: Gregory R. Hall

If to Buyer: William M. George  
1300 Lydia  
Kansas City, Missouri 64106  
E-mail: wmgeorge@kctg.com  
Attention: William M. George

with a copy to: Foulston Siefkin LLP  
32 Corporate Woods, Suite 600  
9225 Indian Creek Parkway  
Overland Park, Kansas 66210  
Facsimile: 913-498-2101  
E-mail: iyamaashi@foulston.com  
Attention: Issaku Yamaashi

**Section 8.3 Headings.** The headings in this Purchase Agreement are for reference only and shall not affect the interpretation of this Purchase Agreement.

**Section 8.4 Severability.** If any term or provision of this Purchase Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Purchase Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Section 8.5 Entire Agreement.** This Purchase Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Purchase Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Purchase Agreement and the documents to be delivered hereunder, the Exhibits and Disclosure

Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Purchase Agreement will control.

**Section 8.6 Successors and Assigns.** This Purchase Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

**Section 8.7 No Third-party Beneficiaries.** Except as provided in Article VII and Section 8.15, this Purchase Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Purchase Agreement.

**Section 8.8 Amendment and Modification.** This Purchase Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

**Section 8.9 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Purchase Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 8.10 Governing Law.** This Purchase Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

**Section 8.11 Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or based upon this Purchase Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Pennsylvania in each case located in the city of Pittsburgh and county of Allegheny, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**Section 8.12 Waiver of Jury Trial.** Each party acknowledges and agrees that any controversy which may arise under this Purchase Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Purchase Agreement or the transactions contemplated hereby.

Section 8.13 **Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Purchase Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.14 **Counterparts.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Purchase Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Purchase Agreement.

Section 8.15 **Guaranty.** Transdev North America, Inc. ("TNA"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably guarantee (as primary obligor and not merely as surety) to Buyer and other parties entitled to indemnification under Section 7.2, and each of their respective successors and assigns, the performance by Sellers of all Sellers' obligations under Section 7.2 of this Purchase Agreement. Such guarantee is a continuing guarantee of performance of the obligations of Sellers and shall be binding upon and enforceable against TNA without regard to any change in the status of TNA as indirect owner of Sellers or any amendment or modification to any of the obligations of Sellers under this Purchase Agreement. The liability of TNA hereunder shall not be released or diminished by any modification or alteration of the terms of this Purchase Agreement or any forbearance, neglect or delay in seeking performance of the obligations of Sellers or those hereby undertaken by TNA. All rights and defenses available to the Sellers under this Purchase Agreement and at law shall also be available to TNA.

Section 8.16 **Sellers' Collection of Revenue under Service Contracts.** If, following the Closing, Sellers shall receive sums under the Assigned Contracts set forth on Section 1.1(b) of the Disclosure Schedules in payment for services performed by Buyer on or after the Closing, Sellers shall promptly forward such sums to Buyer. Notwithstanding the foregoing, in the event Sellers make an indemnification claim under Sections 7.3 or 7.4 of this Purchase Agreement, Sellers may withhold such sums until any such indemnification claim is resolved in full.

Section 8.17 **Prior Agreement.** Upon the effectiveness of this Purchase Agreement, the Prior Agreement shall be deemed amended and restated to read in its entirety as set forth in this Purchase Agreement. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein.

Section 8.18 **Treatment of 3rd Party Consents.** Anything contained in this Purchase Agreement to the contrary notwithstanding, this Purchase Agreement shall not constitute an agreement to assign any Assigned Contract if an attempted assignment thereof without the consent of another party thereto would constitute a breach thereof or in any material way affect the rights of Seller thereunder (or the rights of Buyer thereunder following the Closing), unless such consent is obtained. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially affect the rights of Seller thereunder (or the rights of Buyer thereunder following the Closing) so that Buyer would not in fact receive all such rights, Seller shall upon the request of Buyer cooperate, at Buyer's expense, in any reasonable arrangement designed to provide for

Buyer the relative benefits under any such Assigned Contract, including enforcement of any and all rights of Seller against the other party or parties thereto arising out of the breach or cancellation by such other party or otherwise, to the extent Seller may enforce such rights under applicable law. Buyer acknowledges and agrees that the failure to obtain a required consent under an Assigned Contract shall not be a breach of Seller's representation and warranty set forth in Section 3.5 of this Purchase Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**BUYER:**

**WHC PA, LLC,**  
a Pennsylvania limited liability company

By:  \_\_\_\_\_

Name: William M. George

Title: Chief Executive Officer

**SELLERS:**

**THE YELLOW CAB COMPANY OF  
PITTSBURGH,**  
a Pennsylvania corporation

By: \_\_\_\_\_

Name: Jeff Kizilbash

Title: Chief Executive Officer

**AIRPORT LIMOUSINE SERVICE, INC.**  
a Delaware corporation

By: \_\_\_\_\_

Name: Jeff Kizilbash

Title: Chief Executive Officer

**PITTSBURGH CAB COMPANY, INC.**  
a Pennsylvania corporation

By: \_\_\_\_\_

Name: Jeff Kizilbash

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**BUYER:**

**WHC PA, LLC,**  
a Pennsylvania limited liability company


By: \_\_\_\_\_

Name: William M. George

Title: Chief Executive Officer

**SELLERS:**


**THE YELLOW CAB COMPANY OF  
PITTSBURGH,**  
a Pennsylvania corporation

By: 

Name: Jeff Kizilbash

Title: Chief Executive Officer

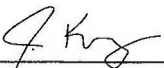
**AIRPORT LIMOUSINE SERVICE, INC.**  
a Delaware corporation

By: 

Name: Jeff Kizilbash

Title: Chief Executive Officer

**PITTSBURGH CAB COMPANY, INC.**  
a Pennsylvania corporation

By: 

Name: Jeff Kizilbash

Title: Chief Executive Officer

**RAY RAY CAB COMPANY, LLC**  
a Pennsylvania limited liability company

By:                     *J. Kizilbash*                    

Name: Jeff Kizilbash

Title: President

**SUPERSHUTTLE OF PENNSYLVANIA,  
LLC**, a Pennsylvania limited liability  
company

By: \_\_\_\_\_

Name: Matthew Bushard

Title: Chief Financial Officer

**AIRLINES ACQUISITION CO., INC.**  
a Pennsylvania corporation

By:                     *J. Kizilbash*                    

Name: Jeff Kizilbash

Title: Chief Executive Officer

**RAY RAY CAB COMPANY, LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_

Name: Jeff Kizilbash

Title: President

**SUPERSHUTTLE OF PENNSYLVANIA,  
LLC**, a Pennsylvania limited liability  
company

By: Matthew Bushard

Name: Matthew Bushard

Title: Chief Financial Officer

**AIRLINES ACQUISITION CO., INC.**  
a Pennsylvania corporation


By: \_\_\_\_\_

Name: Jeff Kizilbash

Title: Chief Executive Officer

The following party joins this Purchase Agreement for the sole purpose of Section 8.15:

**TRANSDEV NORTH AMERICA, INC.**

By:  \_\_\_\_\_

Name: Yann Leriche

Title: Chief Executive Officer

Exhibit A

**Form of Bill of Sale**

[See Attached.]

**Exhibit B**

**Form of Assignment and Assumption Agreement**

[See Attached.]

Exhibit C

**Form of Noncompetition Agreement**

[See Attached.]

Exhibit D

**Form of Transition Services Agreement for Pittsburgh Employees**

Exhibit E-1

**Form of Transition Services Agreement**

[See Attached.]

Exhibit E-2

**Form of Transition Services Agreement for Yellow Cab Company of Pittsburgh**

[See Attached.]

**Exhibit F**

**Affiliate Agreement**

[See Attached.]

**DISCLOSURE SCHEDULE  
TO  
ASSET PURCHASE AGREEMENT  
AMONG  
THE YELLOW CAB COMPANY OF PITTSBURGH,  
SUPERSHUTTLE OF PENNSYLVANIA, LLC,  
PITTSBURGH CAB COMPANY, INC.,  
RAY RAY CAB COMPANY, LLC  
AND  
WHC PA, LLC**

This Disclosure Schedule (the “Disclosure Schedule”) is furnished pursuant to the Asset Purchase Agreement, dated as of June 27, 2019 (the “Agreement”), by and among The Yellow Cab Company of Pittsburgh, a Pennsylvania corporation, Supershuttle of Pennsylvania, LLC, a Pennsylvania limited liability company, Pittsburgh Cab Company, Inc., a Pennsylvania corporation, Ray Ray Cab Company, LLC, a Pennsylvania limited liability company ( “Sellers”), and WHC PA, LLC, a Pennsylvania limited liability company (“Buyer”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

The section numbers in this Disclosure Schedule correlate to certain numbered and letter sections and subsections in the Agreement. Any disclosure made in the Disclosure Schedule shall also be deemed to qualify other sections and subsections in Article III of the Agreement to the extent that it is reasonably apparent on its face from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.

Section 1.1(a)

Tangible Personal Property<sup>1</sup>

**The Yellow Cab Company of Pittsburgh -Taxi Assets**

| <b>Vehicle Description</b>      | <b>Serial No.</b>  |
|---------------------------------|--------------------|
| 12734-08PRIUS 2204              | JTDKB20U383402204  |
| 13080-07 FCV 0052               | 2FAGP71W17X120052  |
| 13834-SILENT 620 ELECTRIC TAXIM | Z048-07            |
| 14177-2 SIDED CABTOP CARRIERS M | N/A                |
| 14178-TAXI METERS WITH CABLES & | CENTRODYNE, INC    |
| 14761-08DODGE 4635              | 1D8HN44H18B114635  |
| 15588-12 CABTOP SIGNS           | 010911 010911      |
| 16023-12 TAXIMETERS             | 35922              |
| 16406-09CHEV 4845               | 2G1WB67K991104845  |
| 16869-11CHEV 0026               | 2G1WG5EK3B1170026  |
| 16871-12 CABTOP SIGNS           | i968839            |
| 16966-12 TAXIMETERS             | 37034              |
| 17366-12 TAXI AD SIGNS          | I969337 I969337    |
| 17493-08FORD 1429               | 2FAHP71V98X171429  |
| 17987-09FORD 7471               | 2FAHP71V19X137471  |
| 17991-09FORD 2312               | 2FAHP71V69X142312  |
| 17994-08FORD TOW TRUCK          | N/A                |
| 17995-Asset #12672 Transmission | 2FAHP71W66X128737  |
| 18006-CHEV 0126                 | 2G1WB58K879380126  |
| 18007-TRANSMISSION - 4036       | 2FMZA51634BA64036  |
| 18026-TRANSMISSION - #6317      | 2FMDA5E294BA76317  |
| 18027-TRANSMISSION 8773         | 2FMZZ51664BB08773  |
| 18028-TRANSMISSION #2181        | 2FMZA57615BA62181  |
| 18029-TRANSMISSION 2181         | 2FMZA57615BA62181  |
| 18033-TRANSMISSION - #8233      | 2FAFP70W65X118233  |
| 18034-TRANSMISSION #4250        | 1FAFP53696A224250  |
| 18035-TRANSMISSION 7537         | 2FAHP71W37X147537  |
| 18038-TRANSMISSION 8001         | 2FMZA50635BA18001  |
| 18040-TRANSMISSION 2352         | 2FAHP71W235X142352 |
| 18041-TRANSMISSION 9361         | 1FAFP53406A249361  |
| 18306-TRANSMISSION #218         | 14499              |
| 18307-TRANSMISSION #5907        | 2FAHP71W67X155907  |
| 18308-TRANSMISSION #6661        | 2G1WB55K469116661  |

<sup>1</sup> Note: The vehicles assets listed on this schedule will be removed and added to the applicable vehicle Bills of Sale prior to Closing.

| Vehicle Description             | Serial No.            |
|---------------------------------|-----------------------|
| 18309-TRANSMISSION #1443        | 2FAHP71V38X171443     |
| 18310-TRANSMISSION #5603        | 2FAHP71W27X145603     |
| 18314-TRANSMISSION #5547        | 2FAHP71W15X165547     |
| 18315-TRANSMISSION #8637        | 2G1WB58K781238637     |
| 18316-TRANSMISSION #4845        | 2G1WB57K991104845     |
| 18317-TRANSMISSION #8138        | 2C3KA43R67H678138     |
| 18318-TRANSMISSION #7800        | 2G1WB58K981237800     |
| 18320-12 42" DOUBLE SIDED CAB T | N/A                   |
| 18428-09FORD 1160               | 2FAHP71V49X141160     |
| 18668-09DODG 8695               | 2D8HN541X9R578695     |
| 18671-09CHRY 3524               | 2A8HR54119R613524     |
| 19230-TRANSMISSION CHEVROLET IM | VIN# 2G1WB58K58925714 |
| 19244-2011 DODGE GRAND CARAVAN  | 2D4RN3DG6BR719010     |
| 19245-2010 DODGE GRAND CARAVAN  | 2D4RN5D15AR408271     |
| 19328-2012 MV-1                 | 523MF1A67CM100852     |
| 19330-2012 MV-1                 | 523MF1A62CM100858     |
| 19331-2012 MV-1                 | 523MF1A64CM100862     |
| 19332-2012 MV-1                 | 523MF1A65CM100868     |
| 19333-2012 MV-1                 | 523MF1A65CM100871     |
| 19335-2012 MV-1                 | 523MF1A68CM100881     |
| 19336-2012 MV-1                 | 523MF1A6XCM100882     |
| 19337-2012 MV-1                 | 523MF1A61CM100883     |
| 19338-2012 MV-1                 | 523MF1A66CM100894     |
| 19340-2012 MV-1                 | 523MF1A66CM100913     |
| 19446-TRANSMISSION FOR DODGE    | VIN# 1D4GP45R74B57908 |
| 19452-2012 VPG MV-1 WHITE       | N/A                   |
| 19547-Silent 620 Electronic HS  | N/A                   |
| 19620-2012 VPG MV-1             | 523MF1A65CM100966     |
| 20013-2010 FORD CROWN VICTORIA  | 2FABP7BV6AX135336     |
| 20368-2009 CHRYSLER TOWN & COUN | 2A8HR54149R667087     |
| 20373-2012 FORD TAURUS          | 1FAHP2EW4CG111157     |
| 20374-2012 DODGE GRAND CARAVAN  | C24RDGCG5CR263379     |
| 20375-2011 CHEVROLET IMPALA     | 2G1WA5EK9B1248391     |
| 20571-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR263779     |
| 20572-2012 DODGE GRAND CARAVAN  | 2C4RDGCG0CR241550     |
| 20573-2012 DODGE GRAND CARAVAN  | 2C4RDGCG8CR241800     |
| 20575-2012 TOWN & COUNTRY       | 2C4RC1BG4CR244727     |
| 20576-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR279173     |
| 20577-2010 TOWN & COUNTRY       | 2A4RR2D10AR428471     |
| 20687-2010 CHRYSLER TOWN & COUN | 2A4RR5D12AR366296     |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 20688-2010 CHRYSLER TOWN & COUN | 2A4RR5D19AR241280 |
| 20689-2010 CHRYSLER TOWN & COUN | 2A4RR5D12AR300329 |
| 20691-2012 DODGE GRAND CARAVAN  | 2C4RDGCG0CR263614 |
| 20692-2012 DODGE GRAND CARAVAN  | 2C4RDGCG7CR196722 |
| 20866-2012 FORD TAURUS          | 1FAHP2EW2CG143993 |
| 20867-2012 DODGE GRAND CARAVAN  | 2C4RDGC8CR263117  |
| 20868-2012 DODGE GRAND CARAVAN  | 2C4RDGDGXCR177922 |
| 20869-2010 CHRYSLER TOWN & COUN | 2A4RR5D13AR120969 |
| 20870-2011 DODGE GRAND CARAVAN  | 2D4RN3DGXBR646112 |
| 20871-2013 DODGE GRAND CARAVAN  | 2C4RDGCG5DR528285 |
| 20872-2012 DODGE GRAND CARAVAN  | 2CRDGCXCR196598   |
| 20873-2012 DODGE GRAND CARAVAN  | 2C4RDGCG6CR263133 |
| 20875-2012 DODGE GRAND CARAVAN  | 2C4RDGBG0CR319150 |
| 20876-2012 DODGE GRAND CARAVAN  | 2C4RDGBG0CR350494 |
| 20879-T65E TRANSAXLE ASSEMBLYY  | 2G1WC583489234360 |
| 21167-2010 CHRYSLER TOWN & COUN | 2A4RR5D15AR270856 |
| 21169-2010 DODGE GRAND CARAVAN  | 2D4RN5D13AR219117 |
| 21170-2012 DODGE GRAND CARAVAN  | 2C4RDGCG6CR196775 |
| 21171-2012 DODGE GRAND CARAVAN  | 2C4RDGCG4CR196614 |
| 21172-2012 DODGE GRAND CARAVAN  | 2C4RDGCG7CR263819 |
| 21173-2012 CHRYSLER TOWN & COUN | 2C4RC1BG9CR244612 |
| 21174-2012 CHRYSLER TOWN & COUN | 2C4RC1BG1CR251490 |
| 21626-2013 TOYOTA SCION XB      | JTLZE4FE8DJ035893 |
| 21630-2013 TOYOTA SCION XB      | JTLZE4FE8DJ036106 |
| 21631-2013 TOYOTA SCION XB      | JTLZE4FE3DJ036451 |
| 21926-2013 FORD TAURUS 7877     | 1FAHP2E83DG107877 |
| 21927-2013 FORD TAURUS - 7825   | 1FAHP2E86DG107825 |
| 21929-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR308199 |
| 21930-2012 DODGE GRAND CARAVAN  | 2C4RDGCG8CR304085 |
| 21931-2012 DODGE GRAND CARAVAN  | 2C4RDGCG1CR274895 |
| 21932-2012 DODGE GRAND CARAVAN  | 2C4RDGCG6CR329146 |
| 21933-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR274412 |
| 21934-2012 DODGE GRAND CARAVAN  | 2C4RDGCG5CR204722 |
| 21935-2012 DODGE GRAND CARAVAN  | 2C4RDGCG9CR304435 |
| 21936-2012 DODGE GRAND CARAVAN  | 2C4RDGCG2CR219131 |
| 21937-2012 DODGE GRAND CARAVAN  | 2C4RDGCG3CR274848 |
| 21938-2012 DODGE GRAND CARAVAN  | 2C4RDGCG1CR153591 |
| 21939-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR304136 |
| 21940-2012 DODGE GRAND CARAVAN  | 2C4RDGCG5CR308028 |
| 21942-2012 DODGE GRAND CARAVAN  | 2C4RDGCG1CR219136 |

| Vehicle Description             | Serial No.         |
|---------------------------------|--------------------|
| 22139-2013 SCION XB             | JTLZE4FE7DJ035383  |
| 22222-2013 SCION XB             | JTLZE4FE5DJ039108  |
| 22466-2012 FORD TAURUS          | 1FAHP2FW1CG127203  |
| 22468-2012 DODGE GRAND CARAVAN  | 2C4RDGDG4CR262710  |
| 22469-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR319347  |
| 22470-2012 DODGE GRAND CARAVAN  | 2C4RDGCG6CR201585  |
| 22471-2012 DODGE GRAND CARAVAN  | 2C4RDGCG9CR304337  |
| 22472-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR405306  |
| 23807-2013 DODGE GRAND CARAVAN  | 2C4RDGDG4DR808689  |
| 23808-2014 FORD TAURUS          | 1FAHP2F8XEG106354  |
| 23809-2013 FORD FUSION          | 3FA6P0H79DR222698  |
| 23810-2013 FORD TAURUS          | 1FAHP2R88DG235353  |
| 23811-2011 CHRYSLER TOWN & COUN | 2A4RR5DG1BR636320  |
| 23906-VEH ADDITIONS             | N/A                |
| 23967-2012 CHEVY IMPALA         | 2G1WC5E34C1158151  |
| 23968-2011 FORD TAURUS          | 1FAHP2DW1BG181019  |
| 23969-2013 DODGE GRAND CARAVAN  | 2C4RDGCG2DR791141  |
| 23970-2013 DODGE GRAND CARAVAN  | 2C4RDGCG7DR611278  |
| 23971-2012 FORD TAURUS          | 1FAGP2EW7CG120290  |
| 23972-2012 CHRYSTLER TOWN & COU | 2CFRC1BG0CR381745  |
| 23973-2012 FORD FUSION          | 3FAHP0JA0CR275853  |
| 23974-2014 DODGE GRAND CARAVAN  | 2C4RDGCG0ER154072  |
| 23975-2011 CHRYSLER TOWN & COUN | 2A4RR8DG9BR759901  |
| 23976-2011 DODGE GRAND CARAVAN  | 2D4RN4DG7BR611792  |
| 24028-2014 SCION                | 56679              |
| 24346-2012 DODGE GRAND CARAVAN  | CR201801           |
| 24348-2012 DODGE GRAND CARAVAN  | 308168             |
| 24349-2013 FORD FUSION          | 3FA6P0H70DR165386  |
| 24350-2013 CHRYSLER TOWN & COUN | 2CR44C1BGXDR657110 |
| 24351-2012 DODGE GRAND CARAVAN  | 2C4RDGCG3CR304186  |
| 24352-2013 DODGE GRAND CARAVAN  | 647983             |
| 24666-CHEVY IMPALA 2012         | 2G1WF5E33C1273492  |
| 25434-2012 CHEVY IMPALA         | 2G1WA5E34C1151478  |
| 25435-2012 CHEVY IMPALA         | 2G1WG5E31C1259166  |
| 25436-2012 CHEVY IMPALA         | 2G1WG5E34C1285289  |
| 25438-2012 CHEVY IMPALA         | 2G1WF5E34C1331819  |
| 25439-2012 CHEVY IMPALA         | 2G1WG5E34C1172684  |
| 25440-2012 CHEVY IMPALA         | 2G1WG5E37C1262931  |
| 25441-2012 CHEVY IMPALA         | 2G1WG5E39C1165780  |
| 26223-2015 SCION                | JTLZE4FE2FJ069721  |

| Vehicle Description            | Serial No.        |
|--------------------------------|-------------------|
| 26224-2015 SCION               | JTLZE4FE6FJ070192 |
| 26758-TRANSMISSION             | N/A               |
| 26759-TRANSMISSION             | 33610             |
| 26760-TRANSMISSION             | 7800              |
| 26761-TRANSMISSION             | 25808             |
| 26762-TRANSMISSION             | 46437             |
| 26763-TRANSMISSION             | 9296              |
| 26764-TRANSMISSION             | 45539             |
| 26765-TRANSMISSION             | 50333             |
| 26786-TRANSMISSION             | 6698              |
| 26787-TRANSMISSION             | N/A               |
| 26855-2015 SCION XB            | JTLZE4FE3FJ071171 |
| 26948-TRANSMISSION             | 71429             |
| 26949-TRANSMISSION             | 8320              |
| 26950-TRANSMISSION             | 433               |
| 26951-TRANSMISSION             | 41160             |
| 26952-TRANSMISSION             | N/A               |
| 26953-TRANSMISSION             | 7040              |
| 26954-TRANSMISSION             | 45051             |
| 26955-TRANSMISSION             | 8289              |
| 26956-2014 KIA SEDONA          | KNDMG4C77E6540205 |
| 26957-2014 KIA SEDONA          | KNDMG4C71E6538644 |
| 26958-2014 KIA SEDONA          | KNDMG4C7XE6540392 |
| 26959-2014 KIA SEDONA          | KNDMG4C79E6538861 |
| 26960-2014 KIA SEDONA          | KNDMG4C76E6537943 |
| 26961-2013 DODGE GRAND CARAVAN | 2C4RDGCG4DR749750 |
| 26962-2013 DODGE GRAND CARAVAN | 2C4RDGCG5DR678431 |
| 26963-2013 DODGE GRAND CARAVAN | 2C4RDGCG0DR678532 |
| 26964-2013 DODGE GRAND CARAVAN | 2C4RDGCG0DR678143 |
| 26965-2013 DODGE GRAND CARAVAN | 2C4RDGCGBDR771783 |
| 26966-2013 DODGE GRAND CARAVAN | 2C4RDGCG9DR678321 |
| 26967-2013 DODGE GRAND CARAVAN | 2C4RDGCGXDR687254 |
| 26968-2013 DODGE GRAND CARAVAN | 2C4RDGOG3DR750176 |
| 26969-2013 DODGE GRAND CARAVAN | 2C4RDGOG8DR749251 |
| 26970-2013 DODGE GRAND CARAVAN | 2C4RDGCG5DR678056 |
| 26971-2013 DODGE GRAND CARAVAN | 2C4RDGCG3DR771755 |
| 26973-2013 DODGE GRAND CARAVAN | 2C4RDGCG1DR749706 |
| 26974-2013 DODGE GRAND CARAVAN | 2C4RDGCGZDR749536 |
| 27066-TRANSMISSION             | N/A               |
| 27067-TRANSMISSION             | 858               |

| Vehicle Description            | Serial No.        |
|--------------------------------|-------------------|
| 27068-TRANSMISSION             | 4138              |
| 27136-2013 DODGE GRAND CARAVAN | 2C4RDGCG2DR687233 |
| 27137-2013 DODGE GRAND CARAVAN | 2C4RDGCG8DR749749 |
| 27373-2013 DODGE GRAND CARAVAN | 2C4RDGCG8DR678729 |
| 27375-2013 DODGE GRAND CARAVAN | 2C4RDGCG7DR687275 |
| 27376-2013 DODGE GRAND CARAVAN | 2C4RDGCG4DR678632 |
| 27377-2013 DODGE GRAND CARAVAN | 2C4RDGCG6DR749832 |
| 27378-TRANSMISSION             | 8695              |
| 27433-2012 FORD                | NMOKS9CN5CT084508 |
| 27435-TRANSMISSION             | N/A               |
| 27498-2013 DODGE GRAND CARAVAN | 2C4RDGCG6DR678728 |
| 27597-2013 DODGE GRAND CARAVAN | 2C4RDGCG7DR685266 |
| 27598-2013 DODGE GRAND CARAVAN | 2C4RDGCGXDR717000 |
| 27599-2013 DODGE GRAND CARAVAN | 2C4RDGCGXDR668932 |
| 27600-2013 DODGE GRAND CARAVAN | 2C4RDGCGXDR738347 |
| 27601-2013 DODGE GRAND CARAVAN | 2C4RDGCG5DR687355 |
| 27602-2013 DODGE GRAND CARAVAN | 2C4RDGCG3DR750064 |
| 27603-2013 DODGE GRAND CARAVAN | 2C4RDGCG7DR719321 |
| 27604-2013 DODGE GRAND CARAVAN | 2C4RDGCG0DR749986 |
| 27607-2015 SCION XB            | JTLZE4FE5FJ072032 |
| 27608-2015 SCION XB            | JTLZE4FE1FJ072318 |
| 27609-2015 SCION XB            | JTLZE4FE6FJ072220 |
| 27612-2015 SCION XB            | JTLZE4FE0FJ071225 |
| 27669-2013 DODGE GRAND CARAVAN | 2C4RDGCG8DR678472 |
| 27739-2015 SCION XB            | JTLZE4FEXFJ071278 |
| 27756-2014 FORD FLEX           | 2FMHK6D89EBD04333 |
| 28034-2013 CHRYSLER 300 4 DR   | 2C3CCAAG9DH626304 |
| 28035-2014 CHRYSLER 300 4 DR   | 2C3CCAAG6EH223530 |
| 28036-2014 CHRYSLER 300 4 DR   | 2C3CCAAG4EH127900 |
| 28037-2014 CHRYSLER 300 4 DR   | 2C3CCAAG7EH169817 |
| 28038-2013 CHRYSLER 300        | 2C3CCAAG9DH626948 |
| 28039-2014 Chrysler            | 132529            |
| 28040-2014 CHRYSLER            | 127524            |
| 28041-2014 CHRYSLER            | 128174            |
| 28042-2013 CHRYSLER 300 4 DR   | 2C3CCAAG6DH707759 |
| 28043-2014 CHRYSLER 300 4 DR   | 2C3CCAAG6EH127526 |
| 28044-2014 CHRYSLER 300 4 DR   | 2C3CCAAG3EH132585 |
| 28045-2014 CHRYSLER 300        | 2C3CCAAG5EH128120 |
| 28046-2013 CHRYSLER 300        | 132608            |
| 28178-2013 DODGE GRAND CARAVAN | 2C4RDGCG0DR624101 |

| Vehicle Description              | Serial No.        |
|----------------------------------|-------------------|
| 28179-2013 DODGE GRAND CARAVAN   | 2C4RDGCG0DR750071 |
| 28180-2013 DODGE GRAND CARAVAN   | 2C4RDGCG3DR687290 |
| 28181-2013 DODGE GRAND CARAVAN   | 2C4RDGCG9DR771954 |
| 28183-2013 DODGE GRAND CARAVAN   | 2C4RDGCG9DR750148 |
| 28184-2013 DODGE GRAND CARAVAN   | 2C4RDGCG3DR749982 |
| 28185-2013 DODGE GRAND CARAVAN   | 2C4RDGCGXDR771932 |
| 28267-2015 SCION XB              | JTLZE4FE5FJ081698 |
| 28272-2015 SCION XB              | JTLZE4FE9FJ081655 |
| 28273-2015 SCION XB              | JTLZE4FE1FJ076997 |
| 28435-2013 CADILLAC XTS          | 2G61P5S37D9219928 |
| 28461-TRANSMISSION               | N/A               |
| 28462-TRANSMISSION               | N/A               |
| 28470-TRANSMISSION               | N/A               |
| 28471-TRANSMISSION               | N/A               |
| 28582-OIL CHANGES, DECALS, TIRES | N/A               |
| 28724-TRANSMISSION               | N/A               |
| 28879-2015 SCION XB              | JTLZE4FE3FJ074247 |
| 29081-TRANSMISSION               | N/A               |
| 29201-2013 HYUNDAI EQUUS         | KMHGH4JH3DU063218 |
| 29492-TOPLIGHTS                  | N/A               |
| 29555-2015 SCION XB              | JTLZE4FE5FJ076890 |
| 29556-2015 SCION XB              | JTLZR4FEXFJ079025 |
| 29557-2015 SCION XB              | JTLZE4FE3FJ075835 |
| 29558-2015 SCION XB              | JTLZE4FE7FJ077006 |
| 29559-2015 SCION XB              | JTLZE4FE4FJ077075 |
| 29560-2015 SCION XB              | JTLZE4FE5FJ076811 |
| 29561-2015 SCION XB              | JTLZE4FE5FJ075920 |
| 29562-2015 SCION XB              | JTLZE4FE9FJ076732 |
| 29563-2015 SCION XB              | JTLZE4FE3FJ077147 |
| 29564-2015 SCION XB              | JTLZE4FE9FJ078660 |
| 29565-2015 SCION XB              | JTLZE4FE2FJ077284 |
| 29566-2015 SCION XB              | JTLZE4FE0FJ078126 |
| 29567-2015 SCION XB              | JTLZE4FE7FJ077636 |
| 29568-2015 SCION XB              | JTLZE4FE9FJ077198 |
| 29569-2015 SCION XB              | JTLZE4FE5FJ077358 |
| 29570-2015 SCION XB              | JTLZE4FE4FJ078713 |
| 29571-2015 SCION XB              | JTLZE4FE9FJ079338 |
| 29572-2015 SCION XB              | JTLZE4FE2FJ077432 |
| 29573-2015 SCION XB              | JTLZE4FE1FJ077695 |
| 29574-2015 SCION XB              | JTLZE4FEGFJ079233 |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 29575-2015 SCION XB             | JTLZE4FE1FJ077857 |
| 29576-2015 SCION XB             | JTLZE4FE7FJ078558 |
| 29577-2015 CHEVROLET SUBURBAN   | 1GN5CJKC0FR290989 |
| 29578-2015 CHEVROLET SUBURBAN   | 1GNSKJKC9FR664356 |
| 29579-2015 SCION XB             | JTLZE4FE1FJ078930 |
| 29580-2015 SCION XB             | JTLZE4FE6FJ077496 |
| 29581-2015 SCION XB             | JTLZE4FE2FJ075770 |
| 29582-2015 SCION XB             | JTLZE4FE3FJ081246 |
| 29583-2015 SCION XB             | JTLZE4FE6FJ081547 |
| 29584-2015 SCION XB             | JTLZE4FE2FJ081626 |
| 29585-2015 SCION XB             | JTLZE4FE5FJ081605 |
| 29586-2015 SCION XB             | JTLZE4FE6FJ081659 |
| 29587-2015 SCION XB             | JTLZE4FE3FJ081196 |
| 29588-2015 SCION XB             | JTLZE4FE0FJ076800 |
| 29653-2013 CHEVROLET IMPALA     | 2G1WCSE3201258931 |
| 29654-2013 CHEVROLET IMPALA     | 2G1WFSE3601236650 |
| 29712-2014 SCION XB             | JTLZE4FEOEJ055542 |
| 29853-2015 SCION XB             | JTLZE4FE1FJ081228 |
| 29854-2015 SCION XB             | JTLZE4FE9FJ081199 |
| 29855-2015 SCION XB             | JTLZE4FE3FJ079626 |
| 29856-2015 SCION XB             | JTLZE4FE9FJ081686 |
| 29857-2015 SCION XB             | JTLZE4FE2FJ081481 |
| 29858-2015 SCION XB             | JTLZE4FE1FJ081505 |
| 29859-2015 SCION XB             | JTLZE4FE5FJ081586 |
| 29958-PAINT FOR 19 VEHICLES     | N/A               |
| 30013-2015 SCION XB             | JTLZE4FE6FJ081550 |
| 30152-TRANSPORTATION OF 40 SCIO | N/A               |
| 30412-2016 HYUNDAI SANTA FE     | 5XYZT3LB2GG342048 |
| 30413-2016 HYUNDAI SANTA FE     | 5XYZT3LBXGG339656 |
| 30414-2016 HYUNDAI SANTA FE     | 5XYZT3LB8GG339641 |
| 30415-2016 HYUNDAI SANTA FE     | 5XYZT3LB0GG329041 |
| 30416-2016 HYUNDAI SANTA FE     | 5XYZT3LB4GG340012 |
| 30417-2016 HYUNDAI SANTA FE     | 5XYZT3LB6GG334339 |
| 30418-2016 HYUNDAI SANTA FE     | 5XYZT3LB1GG339643 |
| 30419-2016 HYUNDAI SANTA FE     | 5XYZT3LB9GG329037 |
| 30420-2016 HYUNDAI SANTA FE     | 5XYZT3LB6GG339914 |
| 30788-TRANSMISSIONS X5          | N/A               |
| 30789-2016 HYUNDAI SANTA FE     | 5XYZT3LB2GG330000 |
| 30790-2016 HYUNDAI SANTA FE     | 5XYZT3LB3GG337912 |
| 30791-2016 HYUNDAI SANTA FE     | 5XYZT3LB1GG328559 |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 30793-PAINT/REBRANDING VEHICLES | N/A               |
| 30895-2016 HYUNDAI SANTA FE     | 5XYZT3LB2GG341949 |
| 30896-2015 SEDONA KIA           | KNDMB5C11F6036279 |
| 30897-2015 SEDONA KIA           | KNDMB5C16F6071724 |
| 30898-2015 SEDONA KIA           | KNDMB5C16F6056799 |
| 30899-2015 SEDONA KIA           | KNDMB5C15F6052131 |
| 30900-2015 DODGE GRAND CARAVAN  | N/A               |
| 30901-2015 DODGE GRAND CARAVAN  | 2C4RDGCG9FR584717 |
| 30902-2015 DODGE GRAND CARAVAN  | 2C4RDGBG5FR709911 |
| 30999-TRANSMISSION VIN#738347   | N/A               |
| 31000-TRANSMISSION VIN#1285044  | N/A               |
| 31001-TRANSMISSION VIN#647983   | N/A               |
| 31002-TRANSMISSION VIN#405306   | N/A               |
| 31003-TRANSMISSION VIN#244612   | N/A               |
| 31004-TRANSMISSION VIN#223768   | N/A               |
| 31026-2016 HYUNDAI SANTA FE     | 5XYZT3LB5GG344473 |
| 31027-2016 HYUNDAI SANTA FE     | 5XYZT3LB9GG341950 |
| 31028-2015 DODGE GRAND CARAVAN  | 2C4RDGCG7FR630965 |
| 31073-PAINT FOR VARIOUS VEHICLE | N/A               |
| 31153-PAINT FOR VARIOUS VEHICLE | N/A               |
| 31154-TRANSPORT 15 VEHICLES FRO | N/A               |
| 31216-2016 HYUNDAI SANTA FE     | 5XYZT3LB3GG331088 |
| 31312-TRANSMISSION VIN#613524   | N/A               |
| 31319-2016 TOYOTA PRIUS         | JTDKBRFU8G3010432 |
| 31320-2016 TOYOTA PRIUS         | JTDKBRFU7G3513742 |
| 31321-2016 TOYOTA PRIUS         | JTDKBRFU0G3519091 |
| 31322-2016 TOYOTA PRIUS         | JTDKBRFU2G3519352 |
| 31323-2016 TOYOTA PRIUS         | JTDKBRFU5G3013367 |
| 31324-2016 TOYOTA PRIUS         | JTDKBRFU1G3012538 |
| 31325-2016 TOYOTA PRIUS         | JTDKBRFU1G3010255 |
| 31326-2016 TOYOTA PRIUS         | JTDKBRFU6G3513750 |
| 31327-2016 TOYOTA PRIUS         | JTDKBRFU3G3013030 |
| 31328-2016 TOYOTA PRIUS         | JTDKBRFU1G3519374 |
| 31329-2016 TOYOTA PRIUS         | JTDKBRFU4G3519627 |
| 31330-2016 TOYOTA PRIUS         | JTDKBRFU2G3520176 |
| 31507-2016 TOYOTA PRIUS         | JTDKBRFU8G3517797 |
| 31508-2016 TOYOTA PRIUS         | JTDKBRFU4G3009441 |
| 31509-2016 TOYOTA PRIUS         | JTDKBRFU0G3011624 |
| 31510-2016 TOYOTA PRIUS         | JTDKBRFU3G3012251 |
| 31511-2016 TOYOTA PRIUS         | JTDKBRFU7G3010082 |

| Vehicle Description             | Serial No.         |
|---------------------------------|--------------------|
| 31512-2016 TOYOTA PRIUS         | JTDKBRFUXG3514870  |
| 31513-TRANSMISSION VIN#77922    | N/A                |
| 31514-TRANSMISSION VIN#628442   | N/A                |
| 31595-PAINT/REBRANDING          | N/A                |
| 31596-TRANSMISSION VIN#120969   | N/A                |
| 31995-TRANSMISSION VIN#499706   | N/A                |
| 32015-TRANSMISSION VIN#52471    | N/A                |
| 32016-TRANSMISSION VIN#78159    | N/A                |
| 32017-TRANSMISSION VIN#808689   | N/A                |
| 32035-2015 CHEVROLET MALIBU 1FL | 1G11A5SL4FF290182  |
| 32036-2015 CHEVROLET MALIBU 1FL | 1G11A5SL2FU147887  |
| 32037-2015 CHEVROLET MALIBU 1LT | 1G11 C5SL7FF302805 |
| 32038-2016 DODGE GRAND CARAVAN  | 2C4RDGCG1GR328735  |
| 32039-2016 DODGE GRAND CARAVAN  | 2C4RDGCGXGR339877  |
| 32040-2016 DODGE GRAND CARAVAN  | 2C4RDGCG4GR274816  |
| 32041-2016 DODGE GRAND CARAVAN  | 2C4RDGCG3GR334150  |
| 32402-REBRANDING/PAINT          | N/A                |
| 32403-2014 TOYOTA SIENNA L      | N/A                |
| 32555-2014 TOYOTA SIENNA L      | 5TDZK3DC9ES514750  |
| 32556-2014 TOYOTA SIENNA L      | 5TDZK3DC7ES515301  |
| 32984-2014 TOYOTA SIENNA L      | 5TDZK3DC2ES513973  |
| 32985-2016 DODGE GRAND CARAVAN  | 2C4RDGCG4GR334111  |
| 32986-2016 DODGE GRAND CARAVAN  | 2C4RDGCG7GR354241  |
| 32987-2016 DODGE GRAND CARAVAN  | 2C4RDGCG6GR371371  |
| 32988-2016 DODGE GRAND CARAVAN  | 2C4RDGCGXGR374953  |
| 33156-2014 TOYOTA SIENNA L      | N/A                |
| 33157-2016 DODGE GRAND CARAVAN  | 2C4RDGCG7GR318887  |
| 33158-2016 DODGE GRAND CARAVAN  | 2C4RDGCG3GR362014  |
| 33159-2016 DODGE GRAND CARAVAN  | 2C4RDGCG2GR330025  |
| 33160-2016 DODGE GRAND CARAVAN  | 2C4ROGCG2GR388233  |
| 33161-2016 DODGE GRAND CARAVAN  | 2C4ROGCG5GR376402  |
| 33162-TRANSMISSION VIN#244727   | N/A                |
| 33163-TRANSMISSION VIN#564101   | N/A                |
| 33164-ENGINE VIN#88241          | N/A                |
| 33295-TRANSMISSION VIN#0329     | N/A                |
| 33296-TRANSMISSION VIN#R196722  | N/A                |
| 33315-TRANSMISSION VIN#19206    | N/A                |
| 33335-TRANSMISSION VIN#3779     | N/A                |
| 33355-TRANSMISSION VIN#70026    | N/A                |
| 33375-2016 DODGE GRAND CARAVAN  | 2C4RDGCG6GR352304  |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 33376-2016 DODGE GRAND CARAVAN  | 2C4ROGCG7GR344065 |
| 33377-2016 DODGE GRAND CARAVAN  | 2C4RDGCG4GR380943 |
| 33455-TRANSMISSION VIN#79173    | N/A               |
| 33456-TRANSMISSION VIN#636320   | N/A               |
| 33555-2016 DODGE GRAND CARAVAN  | 2C4ROGCG3GR384305 |
| 33558-2016 DODGE GRAND CARAVAN  | 2C4ROOCG3GR371196 |
| 33559-2016 DODGE GRAND CARAVAN  | 2C4RDGCG7GR330179 |
| 33565-2016 DODGE GRAND CARAVAN  | 2C4RDGCG8GR396093 |
| 33735-2016 DODGE GRAND CARAVAN  | 2C4RDGCG6GR352979 |
| 33736-2016 DODGE GRAND CARAVAN  | 2C4RDGCG1GR210491 |
| 33775-2017 DODGE GRAND CARAVAN  | 2C4RDGCG9HR573199 |
| 33776-2017 DODGE GRAND CARAVAN  | 2C4RDGCG1HR604705 |
| 33777-2016 DODGE GRAND CARAVAN  | 2C4RDGEGXGR328696 |
| 33778-2016 DODGE GRAND CARAVAN  | 2C4RDGEG0GR380063 |
| 33779-2016 DODGE GRAND CARAVAN  | 2C4RDGCG3GR375412 |
| 33780-2016 DODGE GRAND CARAVAN  | 2C4RDGCG7GR395727 |
| 34095-2016 DODGE GRAND CARAVAN  | 2C4RDGCG8GR388172 |
| 34096-2016 DODGE GRAND CARAVAN  | 2C4RDGCGXGR380736 |
| 34097-ENGINE ASSEMBLY - 28042   | N/A               |
| 34103-2016 DODGE GRAND CARAVAN  | 249752            |
| 34110-2016 DODGE GRAND CARAVAN  | 274774            |
| 34111-2016 DODGE GRAND CARAVAN  | 312002            |
| 34112-2016 DODGE GRAND CARAVAN  | 318928            |
| 34113-2016 DODGE GRAND CARAVAN  | 352552            |
| 34115-2016 DODGE GRAND CARAVAN  | 357201            |
| 34116-2016 DODGE GRAND CARAVAN  | 371443            |
| 34117-2016 DODGE GRAND CARAVAN  | 375280            |
| 34118-2017 DODGE GRAND CARAVAN  | 375949            |
| 34119-2016 DODGE GRAND CARAVAN  | 376547            |
| 34121-2016 DODGE GRAND CARAVAN  | 384303            |
| 34122-2016 DODGE GRAND CARAVAN  | 385092            |
| 34123-2016 HYUNDAI SONATA       | 387929            |
| 34125-2016 HYUNDAI SONATA       | 398623            |
| 34126-2017 HYUNDAI SONATA       | 470658            |
| 34127-2017 HYUNDAI SONATA       | 471457            |
| 34128-2017 HYUNDAI SONATA       | 486233            |
| 34129-2017 DODGE GRAND CARAVAN  | 554193            |
| 34130-2017 DODGE CARAVAN        | 573761            |
| 34219-TRANSMISSION ASSEMBLY- 26 | 678056            |
| 34235-2016 HYUNDAI SONATA       | 394109            |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 34257-2016 HYUNDAI SONATA       | 5NPE24AF6GH394109 |
| 34268-ENGINE ASSEMBLY- 21935    | 2C4RDGCG8CR304435 |
| 34269-TRANSMISSION ASSEMBLY- 31 | 2C4RDGCG7FR630965 |
| 34270-TRANSMISSION ASSEMBLY- 26 | KNDMG4C77E6540205 |
| 34271-DELIVERY FEE              | N/A               |
| 34321-2016 JEEP COMPASS         | 1C4NJCBA3GD753759 |
| 34322-2016 JEEP PATRIOT         | 1C4NJPFAXGD582476 |
| 34324-TRANSMISSION ASSEMBLY- 20 | 2A4RR5D19AR241280 |
| 34325-TRANSMISSION ASSEMBLY- 32 | 2C4RDGCG1GR374953 |
| 34326-TRANSMISSION ASSEMBLY- 23 | 2C4RDGCG2DR791141 |
| 34327-DELIVERY FEE- 34118       | 2C4RDGCG2GR375949 |
| 34328-TRANSMISSION ASSEMBLY- 32 | 2C4RDGCG3GR334150 |
| 34329-TRANSMISSION ASSEMBLY- 33 | 2C4RDGCG3GR371196 |
| 34330-TRANSMISSION ASSEMBLY- 23 | N/A               |
| 34331-2015 KIA SORENTO          | 5XYKT4A60FG643512 |
| 34332-2016 KIA SORENTO          | 5XYPG4A34GG092647 |
| 34375-ENGINE ASSEMBLY- 30789    | 5XYZT3LB2GG330000 |
| 34376-TRANSMISSION ASSEMBLY     | 2G1WT58K989150977 |
| 34415-2016 HYUNDAI SONATA       | 5NPE24AFXGH377071 |
| 34416-2016 HYUNDAI SONATA       | 5NPE24AFXGH410540 |
| 34417-TRANSMISSION ASSEMBLY- 20 | 2C4RDGBG0CR350494 |
| 34419-TRANSMISSION ASSEMBLY- 30 | 2C4RDGCG9FR584717 |
| 34575-2017 CHEV SUBURBAN        | 1GNSKHKC7HR153238 |
| 34576-2017 CHEV SUBURBAN        | 1GNSKHKC8HR194932 |
| 34577-HYUNADIA SONATA           | 5NPE24AFXHH473025 |
| 34578-2016 KIA SPORTAGE         | KNDPB3AC4G7875294 |
| 34579-TRANSMISSION- 24351       | 2C4RDGCG3CR304186 |
| 34580-TRANSMISSION- 28182       | 2C4RDGCG3DR749450 |
| 34655-2017 DODGE GRAND CARAVAN  | 2C4RDGBG4HR855722 |
| 34656-ARMYS TRANSMISSION- 26962 | 2C4RDGCG5DR678431 |
| 34657-ARMYS TRANSMISSION- 26967 | 2C4RDGCGXDR687254 |
| 34658-ARMYS TRANSMISSION-24346  | 2C4RDGCG8CR201801 |
| 34659-ARMYS TRANSMISSION- 33161 | 2C4RDGCG5GR376402 |
| 34660-ARMYS TRANSMISSION- 27498 | 2C4RDGCG8DR678728 |
| 34661-ARMYS TRANSMISSION- 21172 | 2C4RDGCG7CR263819 |
| 34735-2017 DODGE GRAND CARAVAN  | 2C4RDGBG0HR855782 |
| 34736-2017 DODGE GRAND CARAVAN  | 2C4RDGBG3HR855727 |
| 34738-2017 DODGE GRAND CARAVAN  | 2C4RDGBG8HR855724 |
| 34739-2017 DODGE GRAND CARAVAN  | 2C4RDGBG8HR855738 |
| 34740-DELIVERY FEE- KIA SORENTO | 5XYKT4A60FG643512 |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 34741-TRANSMISSION ASSEMBLY- 20 | 2A4RR5D13AR120969 |
| 34742-TRANSMISSION ASSEMBLY- 34 | 2C4RDGCG3GR274774 |
| 34743-TRANSMISSION ASSEMBLY- 21 | 2C4RDGCG5CR308208 |
| 34744-TRANSMISSION ASSEMBLY- 27 | 2C4RDGCG7DR687275 |
| 34745-TRANSMISSION ASSEMBLY- 33 | 2C4RDGCG7GR330179 |
| 34746-TRANSMISSION ASSEMBLY- 21 | 2C4RDGCGXCR304136 |
| 34747-TRANSMISSION ASSEMBLY- 27 | 2C4RDGCGXDR668932 |
| 34748-TRANSMISSION ASSEMBLY- 34 | 2C4RDGCGXGR312002 |
| 34749-TRANSMISSION ASSEMBLY- 32 | 2C4RDGCGXGR339877 |
| 34750-2017 NISSAN QUEST         | JN8AE2KP0H9165263 |
| 34751-2017 NISSAN QUEST         | JN8AE2KP2H9165958 |
| 34752-2017 NISSAN QUEST         | JN8AE2KP3H9165208 |
| 34753-2017 NISSAN QUEST         | JN8AE2KP4H9168070 |
| 34754-2017 NISSAN QUEST         | JN8AE2KP5H9168014 |
| 34755-2017 NISSAN QUEST         | JN8AE2KP8H9168282 |
| 34757-2017 NISSAN QUEST         | JN8AE2KP9H9168064 |
| 34758-2017 NISSAN QUEST         | JN8AE2KP9H9169313 |
| 34759-TRANSMISSION ASSEMBLY- 28 | 2C4RDGCG3DR687290 |
| 34875-TRANSMISSION ASSEMBLY- 32 | 2C4RDGCG4GR334111 |
| 34876-TRANSMISSION ASSEMBLY-329 | 2C4RDGCG7GR354241 |
| 34877-TRANSMISSION ASSEMBLY- 27 | 2C4RDGCGXDR717000 |
| 34878-TRANSMISSION ASSEMBLY- 26 | 4C4RDGCG4DR749750 |
| 34879-TRANSMISSION ASSEMBLY- 21 | 2C4DRGCG1CR153591 |
| 34880-TRANSMISSION ASSEMBLY- 27 | 2C4RDGCG8DR678472 |
| 34881-DELIVERY FEE- 34752, 3475 | JN8AE2KP3H9165208 |
| 35015-TRANSAXLE ASSEMBLY- 21927 | 1FAHP2E86DG107825 |
| 35016-TRANSAXLE ASSEMBLY- 26973 | 2C4RDGCG1DR749706 |
| 35017-TRANSMISSION ASSEMBLY- 27 | 2C4RDGCG4DR678632 |
| 35018-TRANSMISSION ASSEMBLY- 34 | 2C4RDGCG6GR318928 |
| 35019-TRANSMISSION ASSEMBLY- 33 | 2C4RDGCG2GR330025 |
| 35020-TRANSAXLE ASSEMBLY- 26974 | 2C4RDGCG2DR749536 |
| 35095-TRANSMISSION ASSEMBLY- 32 | 2C4RDGCG4GR274816 |
| 35096-TRANSMISSION ASSEMBLY- 34 | 2C4RDGCGXGR380736 |

| Asset Description           | Serial No. |
|-----------------------------|------------|
| 12549-LIFT W/TRUCK ADAPTERS | N/A        |
| 12550-CASWASH               | N/A        |
| 12551-COMPRESSOR            | N/A        |
| 12553-FORKLIFT-MILLER       | N/A        |
| 13626-A/C RECYCLING MACHINE | 10639      |

|                                 |                   |         |
|---------------------------------|-------------------|---------|
| 15251-34788 AC MACHINE          | 34788             | 12121   |
| 19343-TIRE MACHINE              | N/A               |         |
| 19922-VERUS PRO DIAGNOSTIC SYST | N/A               |         |
| 20268-54" MIMAKI PRINTER, 51" C | N/A               |         |
| 20270-AMM 1000D BALANCER        | N/A               |         |
| 20695-TOW TRUCK DIESEL ENGINE & | 1FDAF56RX8EC78159 |         |
| 21306-FORWARD DP10-A LIFT       | N/A               |         |
| 23926-OEM SCANNERS              | N/A               |         |
| 24916-ROTARY 5M-14L LIFT        | N/A               |         |
| 31505-NEW CAR WASH EQUIP - RYCO | N/A               |         |
| 31515-OIL SEPERATOR TANK WITH P | N/A               |         |
| 31597-NEW GARAGE DOORS 10"2" X  | N/A               |         |
| 31620-CAR WASH PARTS            | N/A               |         |
| 16573-2010 MS OFFICE LICENSES   | M275892           |         |
| 17379-PANASONIC TOUGHBOOK       | J749367           | J749367 |
| 19225-CENTURY TECHNOLOGY SERVER | N/A               |         |
| 19447-QUANTUM LTO-5 TAPE DRIVE  | N/A               |         |
| 20737-MBP 13.3/3.0 8GB FLASH    | C02KG07RFGM8      |         |
| 21357-APPLE COMPUTER            | N/A               |         |
| 21902-RTA FLEET MAINTENANCE SOF | N/A               |         |
| 22626-OPTIPLEX 7010 PC'S        | N/A               |         |
| 26146-DELL DESKTOP PC X2        | N/A               |         |
| 26679-UPGRADE SWITCHES AND SWIT | N/A               |         |
| 27892-TOSHIBA LAPTOP AND DOCK   | N/A               |         |
| 28186-LOCAL LICENSES/SOFTWARE   | N/A               |         |
| 28187-POLYCOM                   | N/A               |         |
| 31172-FIREWALL                  | N/A               |         |
| 12424-CAB MATE SERVER           | N/A               |         |
| 12426-BACK UP SYSTEM            | N/A               |         |
| 12427-SERVER FOR UNIBOOK SYSTEM | N/A               |         |
| 12428-UNIBOOK SYSTEM-PHONE SYST | N/A               |         |
| 13396-MARKETING LAPTOPS         | N/A               |         |
| 13436-FELL POWERVALUT LTO-3-060 | N/A               |         |
| 12311-10 - MDT'S                | N/A               |         |
| 12315-8 - MDT'S                 | N/A               |         |
| 12316-10 - MDT'S                | N/A               |         |
| 12317-12 - MDT'S                | N/A               |         |
| 12318-8 - MDT'S                 | N/A               |         |
| 12319-12 - MDT'S                | N/A               |         |
| 12320-EQUIP                     | N/A               |         |
| 12321-EQUIP                     | N/A               |         |

|                                 |                 |
|---------------------------------|-----------------|
| 12322-10 - MDT'S                | N/A             |
| 12323-10 - MDT's                | N/A             |
| 12554-12 Radios                 | N/A             |
| 12555-12 Radios                 | N/A             |
| 12556-Radios                    | N/A             |
| 12667-MDT SERIES 2000           | 5060            |
| 12668-RADIOS                    | 28692-00        |
| 12680-TRACKING SERVER SW LICENS | N/A             |
| 12735-TRICODER/BAR CODE PRINTER | 31142           |
| 12820-MDT                       | 24208           |
| 13081-MDT                       | N/A             |
| 13307-MDTS CMD1250 RADIOS       | N/A             |
| 13308-MDTS                      | N/A             |
| 13397-ROUTER                    | N/A             |
| 13488-SERIES 2008 MDT           | N/A             |
| 13751-MOBILE KNOWLEDGE CORP     | N/A             |
| 13835-STALEY COMMUNICATIONS TAX | 103TLEJ401      |
| 26658-PIMS                      | N/A             |
| 27047-VERIZON TABLETS           | N/A             |
| 27086-VERIZON WIRELESS TABLETS  | N/A             |
| 27436-PIMS                      | N/A             |
| 28047-VERIZON WIRELESS TABLETS  | N/A             |
| 28048-VERIZON TABLETS           | N/A             |
| 28473-TABLET CHARGER            | N/A             |
| 28489-SIMUICHARGE               | N/A             |
| 28573-MT DATA -INGENICO TERMINA | N/A             |
| 28574-LOCKING CRADLE            | N/A             |
| 28575-ADJUSTABLE CHARGING HOLDE | N/A             |
| 28576-BLUETOOTH MODULE          | N/A             |
| 28725-MT DATA-MISCELLANEOUS PAR | N/A             |
| 29812-MT DATA HINT PERIPHERALS  | N/A             |
| 31155-BLUETOOTH MODULE 430 unit | N/A             |
| 31735-ORL10/10 DISPATCH EQUIPME | N/A             |
| 32822-MTDATA INGENICO TERMINAL  | N/A             |
| 33419-MT DATA USB ADAPTER & CRA | N/A             |
| 34760-20 TABLET USB ADAPTERS AN | N/A             |
| 34761-20 TABLET PRINTERS        | N/A             |
| 34762-TABLET CRADLE CHARGER     | N/A             |
| 14103-ROLL LAMINATOR N. GLANTZ  | RSC1400H        |
| 14181-CONFERENCE ROOM FURNITURE | MASER GALLERIES |
| 22475-EXECUTIVE BLACK LEATHER C | N/A             |

|                                 |     |
|---------------------------------|-----|
| 12288-CONFERENCE ROOM PICTURES  | 620 |
| 12543-ROLAND COLOR PRINTER/CUTT | N/A |
| 12545-TIME CLOCK - EXCHANGE     | N/A |
| 12547-LOCKING FIREPROOF FILE    | N/A |
| 12548-Taxi Cab Meters           | N/A |
| 13627-SECURITY CONTROL SYSTEM   | N/A |
| 13752-SECURITY CONTROL SYSTEM   | N/A |
| 15202-ROOFTOP A/C               | N/A |
| 18323-FLAGPOLE WITH INSTALL     | N/A |
| 18427-propane pump/tank system  | N/A |
| 20015-CARRIER 18,000-BTU AC UNI | N/A |
| 20267-GARAGE DOOR & INSTALL     | N/A |
| 20581-BUILDING MAINT/EXTERIOR P | N/A |
| 21175-OFFICE BUILDING REPAIRS/U | N/A |
| 23977-BUILDING REPAIRS          | N/A |
| 28497-FURNANCE                  | N/A |
| 31506-NEW CAR WASH BUILDING - C | N/A |
| 34581-JR PAVING                 | N/A |
| 35097-JC GRENFELL CONSTRUCTION  | N/A |

**Supershuttle of Pennsylvania, LLC Assets**

| <b>Asset Description</b>        | <b>Serial No.</b>                    |
|---------------------------------|--------------------------------------|
| 15068-10 FORD E350 V3281        | 1FBSS3BL0A DA03281                   |
| 22030-2014 FORD E-350           | 1FBSS3BL5E DA20499 PIT UNIT #<br>836 |
| 17926-DELL LAPTOP               | N/A                                  |
| 20045-MICROSOFT TABLET & KEYBOA | N/A                                  |
| 20340-DELL TOWERS & ACCESSORIES | N/A                                  |
| 20531-WINDOWS SERVER 2012 LICEN | N/A                                  |
| 26131-OPTIPLEX COMPUTER         | N/A                                  |
| 27424-OPTIPLEX COMPUTER         | N/A                                  |
| 27586-TOSHIBA LAPTOP AND DOCK   | N/A                                  |
| 28121-TOSHIBA LAPTOP AND DOCK   | N/A                                  |
| 28525-TOSHIBA LAPTOPS           | N/A                                  |
| 29756-DELL LAPTOP               | N/A                                  |
| 31496-FIREWALL UPGRADES - FORTI | N/A                                  |
| 32355-DELL LAPTOP - MOBILE PREC | N/A                                  |
| 32935-DELL LAPTOP - OPTIPLEX 30 | N/A                                  |
| 32936-DELL LAPTOP - LATITUDE 73 | N/A                                  |
| 34630-2 3020 DESKTOP COMPUTERS  | N/A                                  |

|                                  |                   |
|----------------------------------|-------------------|
| 12923-TICKET COUNTER ROUTER      | S 5085623         |
| 14509-DESCHNER LAPTOP            | VKP5901 & VKX1549 |
| 12751-AIRPORT KIOSK              | 3452-1            |
| 15844-TABLET UNITS               | N/A               |
| 15845-TABLET PRINTERS            | N/A               |
| 21035-PRINTERS FOR TABLETS       | N/A               |
| 21283-VERIZON TABLETS (35 X \$21 | N/A               |
| 22696-TABLET PRINTERS (15)       | N/A               |
| 24287-VERIZON TABLETS x 10 (\$18 | N/A               |
| 25808-VERIZON TABLETS            | N/A               |
| 26308-VERIZON WIRELESS TABLETS   | N/A               |
| 27181-TABLET PRINTER             | N/A               |
| 27403-VERIZON WIRELESS           | N/A               |

Section 1.1(b)

Assigned Contracts

1. Lease, dated as of January 1, 2019, by and between Campolongo Family Limited Partnership, as landlord, and Supertaxi, Inc., as tenant relating to the property in the 21st Ward of the City of Pittsburgh, located at 1101 Beaver Avenue at West North Avenue, and designated as Block and Lot 7 A14 in the Recorder's office in the County of Allegheny
2. Agreement, dated January 3, 2017, between Propel Schools and The Yellow Cab Company of Pittsburgh, Inc. d/b/a zTrip, together with Addendum to Agreement dated January 5, 2017.
3. Transportation Services Agreement, dated December 21, 2017, between Coordinated Transportation Solutions, Inc. and The Yellow Cab Company of Pittsburgh, Inc., d/b/a zTrip.
4. Agreement, dated June 2, 2016, between Yellow Cab Company of Pittsburgh (Pittsburgh Transportation Group) and The Board of Public Education of the School District of Pittsburgh.

Section 1.1(e)

Business Number, Trade Names, Domain Names

**Business Numbers**

[Transdev to provide business numbers]

**Trade Names**

1. None.

**Domain Names**

| <b>Registrar</b> | <b>Domain Name</b>      | <b>Extension</b> | <b>Expiration Date</b> |
|------------------|-------------------------|------------------|------------------------|
| GoDaddy          | PGHAIRPORTSHUTTLE.COM   | .com             | 10/2/2019              |
| GoDaddy          | PGHTRANS.COM            | .com             | 2/22/2020              |
| GoDaddy          | PGHYELLOWCAB.COM        | .com             | 2/22/2020              |
| GoDaddy          | pittsburghyellowcab.com | .com             | 3/29/2021              |

Section 1.3

Assumed Liabilities

1. Any liabilities arising under the agreement(s) listed on Section 1.1(b) of the Disclosure Schedules on or after the Closing.

Section 1.4

Credits

- (i) **Assumed driver deposits**
  - 1. None.
- (ii) **Assumed customer deposits**
  - 1. None.

## (iii) Assumed PTO

Hours

| Employee              | FT/PT<br>PIT<br>Yellow<br>Cab 1060<br>Vacation | FT/PT<br>Yellow<br>Cab 1060<br>Personal | Full<br>Time 926<br>Garage<br>Vacation | Full<br>Time<br>PIT 1743<br>Personal | Full Time<br>PIT 1743<br>Vacation | Full Time<br>PIT 926<br>Exchange<br>Personal | Full Time<br>PIT 926<br>Garage<br>Personal | PIT Non<br>Union<br>Personal | PIT Non<br>Union<br>Vacation | Grand<br>Total |
|-----------------------|--|---|--|--------------------------------------|-----------------------------------|--|--|------------------------------|------------------------------|----------------|
| FERRARO, MARYGRACE    |  |   |  |                                      |                                   |  |  | 0                            | -24                          | -24            |
| TOMS, JOYCE           |  |   |  |                                      |                                   |  |  | -8                           | 72                           | 64             |
| HOSTNIK, ALICIA       |  |   |  |                                      |                                   |  |  | 18                           | 110                          | 128            |
| KOLCUN, CHRISTINA     |  |   |  |                                      |                                   |  |  | 16                           | 104                          | 120            |
| LITTLEJOHN, GENEVIEVE |  |   |  |                                      |                                   |  |  | 16                           | 64                           | 80             |
| SZEGEDY, NANCY M      |  |   |  |                                      |                                   |  |  | 40                           | 120                          | 160            |
| ANESIN, NANCY         |  |   |  |                                      |                                   |  |  | 8                            | 56                           | 64             |
| BACVINSKAS JR, LEE J  | 176  | 16                                      |  |                                      |                                   |  |  |                              |                              | 192            |
| BENN, NANCY J         |  |   | 160                                    |                                      |                                   | 40   |  |                              |                              | 200            |
| COULL, GEORGE         |  |   | 192                                    |                                      |                                   |  | 8  |                              |                              | 200            |
| DELK, GEORGE          |  |   |  |                                      |                                   |  |  | -56                          | -64                          | -120           |
| DENGLER, SCOTT F      |  |   |  |                                      |                                   |  |  | 24                           | -8                           | 16             |
| DOUGLAS, ROBERT K     | 136  | 0                                       |  |                                      |                                   |  |  |                              |                              | 136            |
| DUNN, CULLEN          | 80   | 56                                      |  |                                      |                                   |  |  |                              |                              | 136            |
| GREENWALD, SHANE      |  |   | 72                                     |                                      |                                   |  | 24   |                              |                              | 96             |
| HARTLE, CLIFFORD J    |  |   |  |                                      |                                   |  |  | 32                           | 104                          | 136            |
| JAY, KELLY            |  |   |  |                                      |                                   |  |  | 24                           | 32                           | 56             |
| KNIGHT, TIMOTHY L     |  |   |  |                                      |                                   |  |  | 12                           | 12                           | 24             |
| KOZIAR, KENNITH E     |  |   |  |                                      |                                   |  |  | -8                           | 120                          | 112            |
| LEONZIO, MICHAEL J    | 176  | 40                                      |  |                                      |                                   |  |  |                              |                              | 216            |
| LIEB, DONALD          | 144  | 40                                      |  |                                      |                                   |  |  |                              |                              | 184            |
| LIGUS, TIMOTHY        | 120  | 48                                      |  |                                      |                                   |  |  |                              |                              | 168            |
| MALIZIO, RICHARD E    |  |   |  |                                      |                                   |  |  | 16                           | 48                           | 64             |
| MASSIE, MICHAEL       |  |   | 120                                    |                                      |                                   |  | 8  |                              |                              | 128            |
| MAZZONI, ELENA        |  |   |  |                                      |                                   |  |  | -12                          | 120                          | 108            |
| MEADOWS, ROBBIN P     |  |   | 112                                    |                                      |                                   | 24   |  |                              |                              | 136            |
| REISER, MICHAEL J     |  | 40                                      |  |                                      |                                   |  |  |                              |                              | 40             |
| RYDESKI, JAMES J      | 160  | -24                                     |  |                                      |                                   |  |  |                              |                              | 136            |
| STEPANIK, CHAD        |  |   |  |                                      |                                   |  |  | 28                           | 64                           | 92             |



| Employee           | FT/PT<br>PIT<br>Yellow<br>Cab 1060<br>Vacation | FT/PT<br>Yellow<br>Cab 1060<br>Personal | Full Time<br>926<br>Garage<br>Vacation | Full Time<br>PIT 1743<br>Personal | Full Time<br>PIT 1743<br>Vacation | Full Time<br>PIT 926<br>Exchange<br>Personal | Full Time<br>PIT 926<br>Garage<br>Personal | PIT Non<br>Union<br>Personal | PIT Non<br>Union<br>Vacation | Grand Total      |
|--------------------|--|---|--|-----------------------------------|-----------------------------------|--|--|------------------------------|------------------------------|------------------|
| LIEB, DONALD       | 3,240.00                                       | 900.00                                  |  |                                   |                                   |  |  |                              |                              | 4,140.00         |
| LIGUS, TIMOTHY     | 2,700.00                                       | 1,080.00                                |  |                                   |                                   |  |  |                              |                              | 3,780.00         |
| MALIZIO, RICHARD E |  |   |  |                                   |                                   |  |  | 321.12                       | 963.36                       | 1,284.48         |
| MASSIE, MICHAEL    |  |   | 2,262.00                               |                                   |                                   |  | 150.80                                     |                              |                              | 2,412.80         |
| MAZZONI, ELENA     |  |   |  |                                   |                                   |  |  | (469.44)                     | 4,694.45                     | 4,225.00         |
| MEADOWS, ROBBIN P  |  |   | 2,133.60                               |                                   |                                   | 457.20                                       |  |                              |                              | 2,590.80         |
| REISER, MICHAEL J  |  | 900.00                                  |  |                                   |                                   |  |  |                              |                              | 900.00           |
| RYDESKI, JAMES J   | 3,600.00                                       | (540.00)                                |  |                                   |                                   |  |  |                              |                              | 3,060.00         |
| STEPANIK, CHAD     |  |   |  |                                   |                                   |  |  | 1,559.47                     | 3,564.51                     | 5,123.99         |
| <b>Grand Total</b> | <b>22,320.00</b>                               | <b>4,860.00</b>                         | <b>12,420.00</b>                       | <b>-</b>                          | <b>-</b>                          | <b>1,219.20</b>                              | <b>754.00</b>                              | <b>4,339.66</b>              | <b>24,976.61</b>             | <b>70,889.47</b> |

Section 3.10

List of Employees<sup>2</sup>

| Name                 | Age | Date of Hire | Job Title                     | Employment Type | Current Compensation (in \$) | Eligibility under Benefits Plan | Employment Agreement |
|----------------------|-----|--------------|-------------------------------|-----------------|------------------------------|---------------------------------|----------------------|
| Jackson, Susan       | [ ] | 5/1/2008     | Controller                    | Full-time       | [ ]                          | [ ]                             | None.                |
| BENN, NANCY J        | 54  | 5/26/1983    | DISPATCHER                    | Full-Time       | 19.05                        | OD926W                          | None.                |
| MEADOWS, ROBBIN P    | 55  | 5/11/1987    | DISPATCHER                    | Full-Time       | 19.05                        | OD926W                          | None.                |
| BACVINSKAS JR, LEE J | 49  | 4/12/1989    | MECHANIC                      | Full-Time       | 22.5                         | OD1060W                         | None.                |
| CAMPOLONGO, JOHN D   | 66  | 12/6/2004    | MGR FAC                       | Part-Time       | 25.63                        | ODPITB                          | None.                |
| DENGLER, SCOTT F     | 56  | 11/2/1981    | FLEET MGR                     | Full-Time       | 3256.86                      | ODPITB                          | None.                |
| DOUGLAS, ROBERT K    | 58  | 5/9/1980     | MECHANIC                      | Full-Time       | 22.5                         | OD1060W                         | None.                |
| LEONZIO, MICHAEL J   | 55  | 1/9/1995     | MECHANIC                      | Full-Time       | 22.5                         | OD1060W                         | None.                |
| LIGUS, TIMOTHY       | 51  | 5/17/2010    | MECHANIC                      | Full-Time       | 22.5                         | OD1060W                         | None.                |
| MALIZIO, RICHARD E   | 59  | 11/19/2007   | ASSTMGRF                      | Full-Time       | 20.07                        | ODPITB                          | None.                |
| RYDESKI, JAMES J     | 47  | 7/14/1996    | MECHANIC                      | Full-Time       | 22.5                         | OD1060W                         | None.                |
| DUNN, CULLEN         | 23  | 7/10/2017    | MECHANIC                      | Full-Time       | 22.5                         | OD1060W                         | None.                |
| LIEB, DONALD         | 54  | 5/21/1984    | Bodyman                       | Full-Time       | 22.5                         | OD1060W                         | None.                |
| REISER, MICHAEL J    | 28  | 6/4/2018     | Bodyman                       | Full-Time       | 22.5                         | OD1060W                         | None.                |
| COULL, GEORGE        | 58  | 6/10/1987    | DRIVER                        | Full-Time       | 18.85                        | OD926W                          | None.                |
| GREENWALD, SHANE     | 33  | 5/5/2014     | DRIVER                        | Full-Time       | 18.85                        | OD926W                          | None.                |
| MASSIE, MICHAEL      | 58  | 1/5/2009     | DRIVER                        | Full-Time       | 18.85                        | OD926W                          | None.                |
| RICHARDSON, JAMES W  | 49  | 2/25/2019    | DRIVER                        | Full-Time       | 16.85                        | OD926W                          | None.                |
| JAY, KELLY           | 39  | 10/8/2014    | Admin Assistant               | Full-Time       | 16.81                        | ODPITB                          | None.                |
| MAZZONI, ELENA       | 33  | 3/1/2010     | Regional HR Manager           | Full-Time       | 3129.63                      | ODPITB                          | None.                |
| KNIGHT, TIMOTHY L    | 54  | 4/24/2017    | M.E.M and Driver Services Mgr | Full-Time       | 22.17                        | ODPITB                          | None.                |

<sup>2</sup> To be updated

|                       |                          |            |                     |           |                          |                          |       |
|-----------------------|--------------------------|------------|---------------------|-----------|--------------------------|--------------------------|-------|
| ANESIN, NANCY         | 47                       | 6/23/2000  | Cashier MGR         | Full-Time | 2081.54                  | ODPITB                   | None. |
| FIGLIO, JOHN L        | 71                       | 9/20/2004  | Cashier             | Part-Time | 15.35                    | ODPITB                   | None. |
| KOZIAR, KENNITH E     | 64                       | 5/7/1978   | Cashier             | Full-Time | 16.13                    | ODPITB                   | None. |
| SPARBANIE, WILLIAM A  | 68                       | 12/7/1978  | Cashier             | Part-Time | 15.73                    | ODPITB                   | None. |
| SMITH, JAMIE RAE      | 27                       | 10/18/2016 | Cashier             | Part-Time | 13.33                    | ODPITB                   | None. |
| FAIRISH, GAYE         | 62                       | 4/23/2018  | Accounting Clerk    | Full-Time | 15.38                    | ODPITB                   | None. |
| CAMPOLONGO, JAMES D   | 61                       | 4/1/1992   | PITTSBURGH CEO      | Full-Time | 9769.24                  | ODPITB                   | None. |
| DEBK, GEORGE          | 55                       | 12/7/2011  | OPS DIRECTOR        | Full-Time | 2652.82                  | ODPITB                   | None. |
| HARTLE, CLIFFORD J    | 57                       | 5/21/2007  | IT MGR              | Full-Time | 2323.8                   | ODPITB                   | None. |
| STEPANIK, CHAD        | 33                       | 6/7/2010   | GENERAL MANAGER     | Full-Time | 4455.64                  | ODPITB                   | None. |
| HOSNICK, ALICIA       | 33                       | 5/24/2010  | MANAGER             | Full-time | 20.46                    | ODPITB                   | None. |
| LITTLEJOHN, GENEVIEVE | 53                       | 7/6/2010   | CSR                 | Full-time | 12.98                    | ODPITB                   | None. |
| PODVOREC, JOSEPH      | 59                       | 8/11/2013  | CSR                 | Part-Time | 12.72                    | ODPITB                   | None. |
| MINERD, KILEY         | 27                       | 5/12/2018  | CSR                 | Part-Time | 11.28                    | ODPTBW                   | None. |
| MCKINLEY, MALAYA      | 30                       | 5/6/2019   | CSR                 | Part-Time | 11                       | ODPTBW                   | None. |
| KOLCUN, CHRISTINA     | 43                       | 6/12/2000  | GENERAL MANAGER     | Full-time | 3185.4                   | ODPITB                   | None. |
| SZEGEDY, NANCY M      | 62                       | 7/9/2007   | MANAGER             | Full-time | 2091.66                  | ODPITB                   | None. |
| Ferraro, Marygrace    | <input type="checkbox"/> | 3/12/2018  | Sales Manager       | Full-time | <input type="checkbox"/> | <input type="checkbox"/> | None. |
| Toms, Joyce           | <input type="checkbox"/> | 12/15/2014 | Accounts Receivable | Full-time | <input type="checkbox"/> | <input type="checkbox"/> | None. |

1. See Section 1.4(iii) for assumed PTO information.

Section 3.14

Intellectual Property

1. Domain Names

| <b>Registrar</b> | <b>Domain Name</b>      | <b>Extension</b> | <b>Expiration Date</b> |
|------------------|-------------------------|------------------|------------------------|
| GoDaddy          | PGHAIRPORTSHUTTLE.COM   | .com             | 10/2/2019              |
| GoDaddy          | PGHTRANS.COM            | .com             | 2/22/2020              |
| GoDaddy          | PGHYELLOWCAB.COM        | .com             | 2/22/2020              |
| GoDaddy          | pittsburghyellowcab.com | .com             | 3/29/2021              |

(a) Seller Owned Registered Intellectual Property.

| <b>Serial Number</b> | <b>Registration Number</b> | <b>Mark</b> |
|----------------------|----------------------------|-------------|
| 85592502             | 4374555                    | "Hail" Yes! |

Section 4.2

Buyer Consents/Approvals

1. Pennsylvania Public Utilities Commission

Section 4.5

Employees Buyer Intends to Hire

| Employee Name         |
|-----------------------|
| JACKSON, SUSAN        |
| BENN, NANCY J         |
| MEADOWS, ROBBIN P     |
| BACVINSKAS JR, LEE J  |
| DENGLER, SCOTT F      |
| DOUGLAS, ROBERT K     |
| LEONZIO, MICHAEL J    |
| LIGUS, TIMOTHY        |
| MALIZIO, RICHARD E    |
| RYDESKI, JAMES J      |
| DUNN, CULLEN          |
| LIEB, DONALD          |
| REISER, MICHAEL J     |
| COULL, GEORGE         |
| GREENWALD, SHANE      |
| MASSIE, MICHAEL       |
| RICHARDSON, JAMES W   |
| JAY, KELLY            |
| MAZZONI, ELENA        |
| KNIGHT, TIMOTHY L     |
| ANESIN, NANCY         |
| KOZIAR, KENNITH E     |
| SPARBANIE, WILLIAM A  |
| DELK, GEORGE          |
| HARTLE, CLIFFORD J    |
| STEPANIK, CHAD        |
| HOSTNIK, ALICIA       |
| LITTLEJOHN, GENEVIEVE |
| PODVOREC, JOSEPH      |
| MINERD, KILEY         |
| MCKINLEY, MALAYA      |
| KOLCUN, CHRISTINA     |
| SZEGEDY, NANCY M      |
| FERRARO, MARYGRACE    |
| TOMS, JOYCE           |

Section 5.1

Seller Employees to be Terminated at Closing

| <b>Employee Name</b> |
|----------------------|
| CAMPOLONGO, JOHN D   |
| FIORE, JOHN L        |
| SMITH, JAMIE RAE     |
| FAIRISH, GAYE        |

Section 5.3

Required Consents

1. Lease, dated January 1, 2019, by and between Campolongo Family Limited Partnership, as landlord, and Supertaxi, Inc., as tenant relating to the property in the 21st Ward of the City of Pittsburgh, located at 1101 Beaver Avenue at West North Avenue, and designated as Block and Lot 7 A14 in the Recorder's office in the County of Allegheny.
2. Agreement, dated January 3, 2017, between Propel Schools and The Yellow Cab Company of Pittsburgh, Inc. d/b/a zTrip, together with Addendum to Agreement dated January 5, 2017.
3. Transportation Services Agreement, dated December 21, 2017, between Coordinated Transportation Solutions, Inc. and The Yellow Cab Company of Pittsburgh, Inc., d/b/a zTrip.

Section 5.13

Bonds

1. None.

Section 5.14

Subcontracted Taxi Services

1. None.

Section 5.15

Services of Seller Employees

[To be updated]

Section 6.1(g)

Other Purchase Transactions

| <b>Seller</b>  | <b>Buyer</b>             |
|--|--------------------------|
| <b>ASSET PURCHASE TRANSACTIONS</b>   |                          |
| <b>Florida</b>   |                          |
| Checker Yellow Cab of Jacksonville, LLC  | WHC JAX, LLC             |
| SE Florida Transportation, LLC   | WHC WPB, LLC             |
| SE Florida Transportation, LLC   | WHC WPB Bus, LLC         |
| <b>Kansas City</b>   |                          |
| Kansas City Taxi, L.L.C., Kansas City Shuttle, L.L.C. and Spencer Leasing, L.L.C.  | WHC KCT, LLC             |
| Kansas City Taxi, L.L.C.   | WHC SAF, LLC             |
| Kansas City Limousine, L.L.C.  | WHC KCL, LLC             |
| <b>Maryland</b>  |                          |
| Associated Cab Company, Inc.   | WHC MDA, LLC             |
| The Yellow Cab Company and 10-10 Transportation, LLC   | WHC MD, LLC              |
| Sun Taxicab Association, Ltd.  | WHC TT, LLC              |
| <b>Virginia</b>  |                          |
| Checker Airport Taxi, Inc.   | WHC VA, LLC              |
| <b>Pittsburgh</b>  |                          |
| The Yellow Cab Company of Pittsburgh, Supershuttle of Pennsylvania, LLC, Pittsburgh Cab Company, Inc. and Ray Ray Cab Company, LLC | WHC PA, LLC              |
| <b>Other</b>   |                          |
| zTrip, Inc.  | WHC zTrip, LLC           |
| <b>STOCK PURCHASE TRANSACTIONS</b>   |                          |
| SuperTaxi, Inc. (selling shares of Checker Cab Assoc., Incorporated)   | WHC BAL ASSOCIATION, LLC |
| SuperTaxi, Inc. (selling shares of Yellow Cab Assoc., Incorporated)  | WHC BAL ASSOCIATION, LLC |
| SuperTaxi, Inc. (selling shares of Service Cab Company, Inc.)  | WHC MD, LLC              |
| SuperTaxi, Inc. (selling shares of Jimmy's Cab, Inc. and Oak Street Sales, Inc.)   | WHC Jimmy, LLC           |

**BILL OF SALE (EXISTING VEHICLES)**

\_\_\_\_, 2019

In consideration for the aggregate sum of \$1,293,474 and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, The Yellow Cab Company of Pittsburgh, a Pennsylvania corporation, and Supershuttle of Pennsylvania, LLC (each a “**Seller**”, and together, “**Sellers**”), hereby grant, bargain, transfer, sell, assign, convey and delivers to Silver Lining Motors, LLC, a Missouri limited liability company (“**Buyer**”), all of such Seller’s right, title and interest in and to the vehicles listed on Exhibit A to this Bill of Sale. This Bill of Sale is being executed and delivered by the undersigned parties as a condition to and in connection with the closing of the following asset purchase transaction: Asset Purchase Agreement between Sellers and WHC PA, LLC; of even date herewith.

This Bill of Sale will inure to the benefit of and will bind the Sellers and their respective successors and assigns.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the undersigned parties have duly executed this Bill of Sale as of the date first written above.

**BUYER:**

**SILVER LINING MOTORS, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLERS:**

**THE YELLOW CAB COMPANY OF  
PITTSBURGH,**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUPERSHUTTLE OF PENNSYLVANIA,  
LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RAY RAY CAB COMPANY, LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**VEHICLE LISTING**

The Yellow Cab Company of Pittsburgh

| <b>Vehicle Description</b>      | <b>Serial No.</b>  |
|---------------------------------|--------------------|
| 12734-08PRIUS 2204              | JTDKB20U383402204  |
| 13080-07 FCV 0052               | 2FAGP71W17X120052  |
| 13834-SILENT 620 ELECTRIC TAXIM | Z048-07            |
| 14177-2 SIDED CABTOP CARRIERS M | N/A                |
| 14178-TAXI METERS WITH CABLES & | CENTRODYNE, INC    |
| 14761-08DODGE 4635              | 1D8HN44H18B114635  |
| 15588-12 CABTOP SIGNS           | 010911 010911      |
| 16023-12 TAXIMETERS             | 35922              |
| 16406-09CHEV 4845               | 2G1WB67K991104845  |
| 16869-11CHEV 0026               | 2G1WG5EK3B1170026  |
| 16871-12 CABTOP SIGNS           | i968839            |
| 16966-12 TAXIMETERS             | 37034              |
| 17366-12 TAXI AD SIGNS          | I969337 I969337    |
| 17493-08FORD 1429               | 2FAHP71V98X171429  |
| 17987-09FORD 7471               | 2FAHP71V19X137471  |
| 17991-09FORD 2312               | 2FAHP71V69X142312  |
| 17994-08FORD TOW TRUCK          | N/A                |
| 17995-Asset #12672 Transmission | 2FAHP71W66X128737  |
| 18006-CHEV 0126                 | 2G1WB58K879380126  |
| 18007-TRANSMISSION - 4036       | 2FMZA51634BA64036  |
| 18026-TRANSMISSION - #6317      | 2FMZA5E294BA76317  |
| 18027-TRANSMISSION 8773         | 2FMZZ51664BB08773  |
| 18028-TRANSMISSION #2181        | 2FMZA57615BA62181  |
| 18029-TRANSMISSION 2181         | 2FMZA57615BA62181  |
| 18033-TRANSMISSION - #8233      | 2FAFP70W65X118233  |
| 18034-TRANSMISSION #4250        | 1FAFP53696A224250  |
| 18035-TRANSMISSION 7537         | 2FAHP71W37X147537  |
| 18038-TRANSMISSION 8001         | 2FMZA50635BA18001  |
| 18040-TRANSMISSION 2352         | 2FAHP71W235X142352 |
| 18041-TRANSMISSION 9361         | 1FAFP53406A249361  |
| 18306-TRANSMISSION #218         | 14499              |
| 18307-TRANSMISSION #5907        | 2FAHP71W67X155907  |
| 18308-TRANSMISSION #6661        | 2G1WB55K469116661  |
| 18309-TRANSMISSION #1443        | 2FAHP71V38X171443  |
| 18310-TRANSMISSION #5603        | 2FAHP71W27X145603  |

| Vehicle Description             | Serial No.            |
|---------------------------------|-----------------------|
| 18314-TRANSMISSION #5547        | 2FAHP71W15X165547     |
| 18315-TRANSMISSION #8637        | 2G1WB58K781238637     |
| 18316-TRANSMISSION #4845        | 2G1WB57K991104845     |
| 18317-TRANSMISSION #8138        | 2C3KA43R67H678138     |
| 18318-TRANSMISSION #7800        | 2G1WB58K981237800     |
| 18320-12 42" DOUBLE SIDED CAB T | N/A                   |
| 18428-09FORD 1160               | 2FAHP71V49X141160     |
| 18668-09DODG 8695               | 2D8HN541X9R578695     |
| 18671-09CHRY 3524               | 2A8HR54119R613524     |
| 19230-TRANSMISSION CHEVROLET IM | VIN# 2G1WB58K58925714 |
| 19244-2011 DODGE GRAND CARAVAN  | 2D4RN3DG6BR719010     |
| 19245-2010 DODGE GRAND CARAVAN  | 2D4RN5D15AR408271     |
| 19328-2012 MV-1                 | 523MF1A67CM100852     |
| 19330-2012 MV-1                 | 523MF1A62CM100858     |
| 19331-2012 MV-1                 | 523MF1A64CM100862     |
| 19332-2012 MV-1                 | 523MF1A65CM100868     |
| 19333-2012 MV-1                 | 523MF1A65CM100871     |
| 19335-2012 MV-1                 | 523MF1A68CM100881     |
| 19336-2012 MV-1                 | 523MF1A6XCM100882     |
| 19337-2012 MV-1                 | 523MF1A61CM100883     |
| 19338-2012 MV-1                 | 523MF1A66CM100894     |
| 19340-2012 MV-1                 | 523MF1A66CM100913     |
| 19446-TRANSMISSION FOR DODGE    | VIN# 1D4GP45R74B57908 |
| 19452-2012 VPG MV-1 WHITE       | N/A                   |
| 19547-Silent 620 Electronic HS  | N/A                   |
| 19620-2012 VPG MV-1             | 523MF1A65CM100966     |
| 20013-2010 FORD CROWN VICTORIA  | 2FABP7BV6AX135336     |
| 20368-2009 CHRYSLER TOWN & COUN | 2A8HR54149R667087     |
| 20373-2012 FORD TAURUS          | 1FAHP2EW4CG111157     |
| 20374-2012 DODGE GRAND CARAVAN  | C24RDGCG5CR263379     |
| 20375-2011 CHEVROLET IMPALA     | 2G1WA5EK9B1248391     |
| 20571-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR263779     |
| 20572-2012 DODGE GRAND CARAVAN  | 2C4RDGCG0CR241550     |
| 20573-2012 DODGE GRAND CARAVAN  | 2C4RDGCG8CR241800     |
| 20575-2012 TOWN & COUNTRY       | 2C4RC1BG4CR244727     |
| 20576-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR279173     |
| 20577-2010 TOWN & COUNTRY       | 2A4RR2D10AR428471     |
| 20687-2010 CHRYSLER TOWN & COUN | 2A4RR5D12AR366296     |
| 20688-2010 CHRYSLER TOWN & COUN | 2A4RR5D19AR241280     |
| 20689-2010 CHRYSLER TOWN & COUN | 2A4RR5D12AR300329     |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 20691-2012 DODGE GRAND CARAVAN  | 2C4RDGCG0CR263614 |
| 20692-2012 DODGE GRAND CARAVAN  | 2C4RDGCG7CR196722 |
| 20866-2012 FORD TAURUS          | 1FAHP2EW2CG143993 |
| 20867-2012 DODGE GRAND CARAVAN  | 2C4RDGC8CR263117  |
| 20868-2012 DODGE GRAND CARAVAN  | 2C4RDGDGXCR177922 |
| 20869-2010 CHRYSLER TOWN & COUN | 2A4RR5D13AR120969 |
| 20870-2011 DODGE GRAND CARAVAN  | 2D4RN3DGXBR646112 |
| 20871-2013 DODGE GRAND CARAVAN  | 2C4RDGCG5DR528285 |
| 20872-2012 DODGE GRAND CARAVAN  | 2CRDGCXCR196598   |
| 20873-2012 DODGE GRAND CARAVAN  | 2C4RDGCG6CR263133 |
| 20875-2012 DODGE GRAND CARAVAN  | 2C4RDGBG0CR319150 |
| 20876-2012 DODGE GRAND CARAVAN  | 2C4RDGBG0CR350494 |
| 20879-T65E TRANSAXLE ASSEMBLYY  | 2G1WC583489234360 |
| 21167-2010 CHRYSLER TOWN & COUN | 2A4RR5D15AR270856 |
| 21169-2010 DODGE GRAND CARAVAN  | 2D4RN5D13AR219117 |
| 21170-2012 DODGE GRAND CARAVAN  | 2C4RDGCG6CR196775 |
| 21171-2012 DODGE GRAND CARAVAN  | 2C4RDGCG4CR196614 |
| 21172-2012 DODGE GRAND CARAVAN  | 2C4RDGCG7CR263819 |
| 21173-2012 CHRYSLER TOWN & COUN | 2C4RC1BG9CR244612 |
| 21174-2012 CHRYSLER TOWN & COUN | 2C4RC1BG1CR251490 |
| 21626-2013 TOYOTA SCION XB      | JTLZE4FE8DJ035893 |
| 21630-2013 TOYOTA SCION XB      | JTLZE4FE8DJ036106 |
| 21631-2013 TOYOTA SCION XB      | JTLZE4FE3DJ036451 |
| 21926-2013 FORD TAURUS 7877     | 1FAHP2E83DG107877 |
| 21927-2013 FORD TAURUS - 7825   | 1FAHP2E86DG107825 |
| 21929-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR308199 |
| 21930-2012 DODGE GRAND CARAVAN  | 2C4RDGCG8CR304085 |
| 21931-2012 DODGE GRAND CARAVAN  | 2C4RDGCG1CR274895 |
| 21932-2012 DODGE GRAND CARAVAN  | 2C4RDGCG6CR329146 |
| 21933-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR274412 |
| 21934-2012 DODGE GRAND CARAVAN  | 2C4RDGCG5CR204722 |
| 21935-2012 DODGE GRAND CARAVAN  | 2C4RDGCG9CR304435 |
| 21936-2012 DODGE GRAND CARAVAN  | 2C4RDGCG2CR219131 |
| 21937-2012 DODGE GRAND CARAVAN  | 2C4RDGCG3CR274848 |
| 21938-2012 DODGE GRAND CARAVAN  | 2C4RDGCG1CR153591 |
| 21939-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR304136 |
| 21940-2012 DODGE GRAND CARAVAN  | 2C4RDGCG5CR308028 |
| 21942-2012 DODGE GRAND CARAVAN  | 2C4RDGCG1CR219136 |
| 22139-2013 SCION XB             | JTLZE4FE7DJ035383 |
| 22222-2013 SCION XB             | JTLZE4FE5DJ039108 |

| Vehicle Description             | Serial No.         |
|---------------------------------|--------------------|
| 22466-2012 FORD TAURUS          | 1FAHP2FW1CG127203  |
| 22468-2012 DODGE GRAND CARAVAN  | 2C4RDGDG4CR262710  |
| 22469-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR319347  |
| 22470-2012 DODGE GRAND CARAVAN  | 2C4RDGCG6CR201585  |
| 22471-2012 DODGE GRAND CARAVAN  | 2C4RDGCG9CR304337  |
| 22472-2012 DODGE GRAND CARAVAN  | 2C4RDGCGXCR405306  |
| 23807-2013 DODGE GRAND CARAVAN  | 2C4RDGDG4DR808689  |
| 23808-2014 FORD TAURUS          | 1FAHP2F8XEG106354  |
| 23809-2013 FORD FUSION          | 3FA6P0H79DR222698  |
| 23810-2013 FORD TAURUS          | 1FAHP2R88DG235353  |
| 23811-2011 CHRYSLER TOWN & COUN | 2A4RR5DG1BR636320  |
| 23906-VEH ADDITIONS             | N/A                |
| 23967-2012 CHEVY IMPALA         | 2G1WC5E34C1158151  |
| 23968-2011 FORD TAURUS          | 1FAHP2DW1BG181019  |
| 23969-2013 DODGE GRAND CARAVAN  | 2C4RDGCG2DR791141  |
| 23970-2013 DODGE GRAND CARAVAN  | 2C4RDGCG7DR611278  |
| 23971-2012 FORD TAURUS          | 1FAGP2EW7CG120290  |
| 23972-2012 CHRYSTLER TOWN & COU | 2CFRC1BG0CR381745  |
| 23973-2012 FORD FUSION          | 3FAHP0JA0CR275853  |
| 23974-2014 DODGE GRAND CARAVAN  | 2C4RDGCG0ER154072  |
| 23975-2011 CHRYSLER TOWN & COUN | 2A4RR8DG9BR759901  |
| 23976-2011 DODGE GRAND CARAVAN  | 2D4RN4DG7BR611792  |
| 24028-2014 SCION                | 56679              |
| 24346-2012 DODGE GRAND CARAVAN  | CR201801           |
| 24348-2012 DODGE GRAND CARAVAN  | 308168             |
| 24349-2013 FORD FUSION          | 3FA6P0H70DR165386  |
| 24350-2013 CHRYSLER TOWN & COUN | 2CR44C1BGXDR657110 |
| 24351-2012 DODGE GRAND CARAVAN  | 2C4RDGCG3CR304186  |
| 24352-2013 DODGE GRAND CARAVAN  | 647983             |
| 24666-CHEVY IMPALA 2012         | 2G1WF5E33C1273492  |
| 25434-2012 CHEVY IMPALA         | 2G1WA5E34C1151478  |
| 25435-2012 CHEVY IMPALA         | 2G1WG5E31C1259166  |
| 25436-2012 CHEVY IMPALA         | 2G1WG5E34C1285289  |
| 25438-2012 CHEVY IMPALA         | 2G1WF5E34C1331819  |
| 25439-2012 CHEVY IMPALA         | 2G1WG5E34C1172684  |
| 25440-2012 CHEVY IMPALA         | 2G1WG5E37C1262931  |
| 25441-2012 CHEVY IMPALA         | 2G1WG5E39C1165780  |
| 26223-2015 SCION                | JTLZE4FE2FJ069721  |
| 26224-2015 SCION                | JTLZE4FE6FJ070192  |
| 26758-TRANSMISSION              | N/A                |

| Vehicle Description            | Serial No.        |
|--------------------------------|-------------------|
| 26759-TRANSMISSION             | 33610             |
| 26760-TRANSMISSION             | 7800              |
| 26761-TRANSMISSION             | 25808             |
| 26762-TRANSMISSION             | 46437             |
| 26763-TRANSMISSION             | 9296              |
| 26764-TRANSMISSION             | 45539             |
| 26765-TRANSMISSION             | 50333             |
| 26786-TRANSMISSION             | 6698              |
| 26787-TRANSMISSION             | N/A               |
| 26855-2015 SCION XB            | JTLZE4FE3FJ071171 |
| 26948-TRANSMISSION             | 71429             |
| 26949-TRANSMISSION             | 8320              |
| 26950-TRANSMISSION             | 433               |
| 26951-TRANSMISSION             | 41160             |
| 26952-TRANSMISSION             | N/A               |
| 26953-TRANSMISSION             | 7040              |
| 26954-TRANSMISSION             | 45051             |
| 26955-TRANSMISSION             | 8289              |
| 26956-2014 KIA SEDONA          | KNDMG4C77E6540205 |
| 26957-2014 KIA SEDONA          | KNDMG4C71E6538644 |
| 26958-2014 KIA SEDONA          | KNDMG4C7XE6540392 |
| 26959-2014 KIA SEDONA          | KNDMG4C79E6538861 |
| 26960-2014 KIA SEDONA          | KNDMG4C76E6537943 |
| 26961-2013 DODGE GRAND CARAVAN | 2C4RDGCG4DR749750 |
| 26962-2013 DODGE GRAND CARAVAN | 2C4RDGCG5DR678431 |
| 26963-2013 DODGE GRAND CARAVAN | 2C4RDGCG0DR678532 |
| 26964-2013 DODGE GRAND CARAVAN | 2C4RDGCG0DR678143 |
| 26965-2013 DODGE GRAND CARAVAN | 2C4RDGCGBDR771783 |
| 26966-2013 DODGE GRAND CARAVAN | 2C4RDGCG9DR678321 |
| 26967-2013 DODGE GRAND CARAVAN | 2C4RDGCGXDR687254 |
| 26968-2013 DODGE GRAND CARAVAN | 2C4RDGOG3DR750176 |
| 26969-2013 DODGE GRAND CARAVAN | 2C4RDGOG8DR749251 |
| 26970-2013 DODGE GRAND CARAVAN | 2C4RDGCG5DR678056 |
| 26971-2013 DODGE GRAND CARAVAN | 2C4RDGCG3DR771755 |
| 26973-2013 DODGE GRAND CARAVAN | 2C4RDGCG1DR749706 |
| 26974-2013 DODGE GRAND CARAVAN | 2C4RDGCGZDR749536 |
| 27066-TRANSMISSION             | N/A               |
| 27067-TRANSMISSION             | 858               |
| 27068-TRANSMISSION             | 4138              |
| 27136-2013 DODGE GRAND CARAVAN | 2C4RDGCG2DR687233 |

| Vehicle Description            | Serial No.        |
|--------------------------------|-------------------|
| 27137-2013 DODGE GRAND CARAVAN | 2C4RDGCG8DR749749 |
| 27373-2013 DODGE GRAND CARAVAN | 2C4RDGCG8DR678729 |
| 27375-2013 DODGE GRAND CARAVAN | 2C4RDGCG7DR687275 |
| 27376-2013 DODGE GRAND CARAVAN | 2C4RDGCG4DR678632 |
| 27377-2013 DODGE GRAND CARAVAN | 2C4RDGCG6DR749832 |
| 27378-TRANSMISSION             | 8695              |
| 27433-2012 FORD                | NMOKS9CN5CT084508 |
| 27435-TRANSMISSION             | N/A               |
| 27498-2013 DODGE GRAND CARAVAN | 2C4RDGCG6DR678728 |
| 27597-2013 DODGE GRAND CARAVAN | 2C4RDGCG7DR685266 |
| 27598-2013 DODGE GRAND CARAVAN | 2C4RDGCGXDR717000 |
| 27599-2013 DODGE GRAND CARAVAN | 2C4RDGCGXDR668932 |
| 27600-2013 DODGE GRAND CARAVAN | 2C4RDGCGXDR738347 |
| 27601-2013 DODGE GRAND CARAVAN | 2C4RDGCG5DR687355 |
| 27602-2013 DODGE GRAND CARAVAN | 2C4RDGCG3DR750064 |
| 27603-2013 DODGE GRAND CARAVAN | 2C4RDGCG7DR719321 |
| 27604-2013 DODGE GRAND CARAVAN | 2C4RDGCG0DR749986 |
| 27607-2015 SCION XB            | JTLZE4FE5FJ072032 |
| 27608-2015 SCION XB            | JTLZE4FE1FJ072318 |
| 27609-2015 SCION XB            | JTLZE4FE6FJ072220 |
| 27612-2015 SCION XB            | JTLZE4FE0FJ071225 |
| 27669-2013 DODGE GRAND CARAVAN | 2C4RDGCG8DR678472 |
| 27739-2015 SCION XB            | JTLZE4FEXFJ071278 |
| 27756-2014 FORD FLEX           | 2FMHK6D89EBD04333 |
| 28034-2013 CHRYSLER 300 4 DR   | 2C3CCAAG9DH626304 |
| 28035-2014 CHRYSLER 300 4 DR   | 2C3CCAAG6EH223530 |
| 28036-2014 CHRYSLER 300 4 DR   | 2C3CCAAG4EH127900 |
| 28037-2014 CHRYSLER 300 4 DR   | 2C3CCAAG7EH169817 |
| 28038-2013 CHRYSLER 300        | 2C3CCAAG9DH626948 |
| 28039-2014 Chrysler            | 132529            |
| 28040-2014 CHRYSLER            | 127524            |
| 28041-2014 CHRYSLER            | 128174            |
| 28042-2013 CHRYSLER 300 4 DR   | 2C3CCAAG6DH707759 |
| 28043-2014 CHRYSLER 300 4 DR   | 2C3CCAAG6EH127526 |
| 28044-2014 CHRYSLER 300 4 DR   | 2C3CCAAG3EH132585 |
| 28045-2014 CHRYSLER 300        | 2C3CCAAG5EH128120 |
| 28046-2013 CHRYSLER 300        | 132608            |
| 28178-2013 DODGE GRAND CARAVAN | 2C4RDGCG0DR624101 |
| 28179-2013 DODGE GRAND CARAVAN | 2C4RDGCG0DR750071 |
| 28180-2013 DODGE GRAND CARAVAN | 2C4RDGCG3DR687290 |

| Vehicle Description              | Serial No.        |
|----------------------------------|-------------------|
| 28181-2013 DODGE GRAND CARAVAN   | 2C4RDGCG9DR771954 |
| 28183-2013 DODGE GRAND CARAVAN   | 2C4RDGCG9DR750148 |
| 28184-2013 DODGE GRAND CARAVAN   | 2C4RDGCG3DR749982 |
| 28185-2013 DODGE GRAND CARAVAN   | 2C4RDGCGXDR771932 |
| 28267-2015 SCION XB              | JTLZE4FE5FJ081698 |
| 28272-2015 SCION XB              | JTLZE4FE9FJ081655 |
| 28273-2015 SCION XB              | JTLZE4FE1FJ076997 |
| 28435-2013 CADILLAC XTS          | 2G61P5S37D9219928 |
| 28461-TRANSMISSION               | N/A               |
| 28462-TRANSMISSION               | N/A               |
| 28470-TRANSMISSION               | N/A               |
| 28471-TRANSMISSION               | N/A               |
| 28582-OIL CHANGES, DECALS, TIRES | N/A               |
| 28724-TRANSMISSION               | N/A               |
| 28879-2015 SCION XB              | JTLZE4FE3FJ074247 |
| 29081-TRANSMISSION               | N/A               |
| 29201-2013 HYUNDAI EQUUS         | KMHGH4JH3DU063218 |
| 29492-TOPLIGHTS                  | N/A               |
| 29555-2015 SCION XB              | JTLZE4FE5FJ076890 |
| 29556-2015 SCION XB              | JTLZR4FEXFJ079025 |
| 29557-2015 SCION XB              | JTLZE4FE3FJ075835 |
| 29558-2015 SCION XB              | JTLZE4FE7FJ077006 |
| 29559-2015 SCION XB              | JTLZE4FE4FJ077075 |
| 29560-2015 SCION XB              | JTLZE4FE5FJ076811 |
| 29561-2015 SCION XB              | JTLZE4FE5FJ075920 |
| 29562-2015 SCION XB              | JTLZE4FE9FJ076732 |
| 29563-2015 SCION XB              | JTLZE4FE3FJ077147 |
| 29564-2015 SCION XB              | JTLZE4FE9FJ078660 |
| 29565-2015 SCION XB              | JTLZE4FE2FJ077284 |
| 29566-2015 SCION XB              | JTLZE4FE0FJ078126 |
| 29567-2015 SCION XB              | JTLZE4FE7FJ077636 |
| 29568-2015 SCION XB              | JTLZE4FE9FJ077198 |
| 29569-2015 SCION XB              | JTLZE4FE5FJ077358 |
| 29570-2015 SCION XB              | JTLZE4FE4FJ078713 |
| 29571-2015 SCION XB              | JTLZE4FE9FJ079338 |
| 29572-2015 SCION XB              | JTLZE4FE2FJ077432 |
| 29573-2015 SCION XB              | JTLZE4FE1FJ077695 |
| 29574-2015 SCION XB              | JTLZE4FEGFJ079233 |
| 29575-2015 SCION XB              | JTLZE4FE1FJ077857 |
| 29576-2015 SCION XB              | JTLZE4FE7FJ078558 |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 29577-2015 CHEVROLET SUBURBAN   | 1GN5CJKC0FR290989 |
| 29578-2015 CHEVROLET SUBURBAN   | 1GN5KJKC9FR664356 |
| 29579-2015 SCION XB             | JTLZE4FE1FJ078930 |
| 29580-2015 SCION XB             | JTLZE4FE6FJ077496 |
| 29581-2015 SCION XB             | JTLZE4FE2FJ075770 |
| 29582-2015 SCION XB             | JTLZE4FE3FJ081246 |
| 29583-2015 SCION XB             | JTLZE4FE6FJ081547 |
| 29584-2015 SCION XB             | JTLZE4FE2FJ081626 |
| 29585-2015 SCION XB             | JTLZE4FE5FJ081605 |
| 29586-2015 SCION XB             | JTLZE4FE6FJ081659 |
| 29587-2015 SCION XB             | JTLZE4FE3FJ081196 |
| 29588-2015 SCION XB             | JTLZE4FE0FJ076800 |
| 29653-2013 CHEVROLET IMPALA     | 2G1WCSE3201258931 |
| 29654-2013 CHEVROLET IMPALA     | 2G1WFSE3601236650 |
| 29712-2014 SCION XB             | JTLZE4FEOEJ055542 |
| 29853-2015 SCION XB             | JTLZE4FE1FJ081228 |
| 29854-2015 SCION XB             | JTLZE4FE9FJ081199 |
| 29855-2015 SCION XB             | JTLZE4FE3FJ079626 |
| 29856-2015 SCION XB             | JTLZE4FE9FJ081686 |
| 29857-2015 SCION XB             | JTLZE4FE2FJ081481 |
| 29858-2015 SCION XB             | JTLZE4FE1FJ081505 |
| 29859-2015 SCION XB             | JTLZE4FE5FJ081586 |
| 29958-PAINT FOR 19 VEHICLES     | N/A               |
| 30013-2015 SCION XB             | JTLZE4FE6FJ081550 |
| 30152-TRANSPORTATION OF 40 SCIO | N/A               |
| 30412-2016 HYUNDAI SANTA FE     | 5XYZT3LB2GG342048 |
| 30413-2016 HYUNDAI SANTA FE     | 5XYZT3LBXGG339656 |
| 30414-2016 HYUNDAI SANTA FE     | 5XYZT3LB8GG339641 |
| 30415-2016 HYUNDAI SANTA FE     | 5XYZT3LB0GG329041 |
| 30416-2016 HYUNDAI SANTA FE     | 5XYZT3LB4GG340012 |
| 30417-2016 HYUNDAI SANTA FE     | 5XYZT3LB6GG334339 |
| 30418-2016 HYUNDAI SANTA FE     | 5XYZT3LB1GG339643 |
| 30419-2016 HYUNDAI SANTA FE     | 5XYZT3LB9GG329037 |
| 30420-2016 HYUNDAI SANTA FE     | 5XYZT3LB6GG339914 |
| 30788-TRANSMISSIONS X5          | N/A               |
| 30789-2016 HYUNDAI SANTA FE     | 5XYZT3LB2GG330000 |
| 30790-2016 HYUNDAI SANTA FE     | 5XYZT3LB3GG337912 |
| 30791-2016 HYUNDAI SANTA FE     | 5XYZT3LB1GG328559 |
| 30793-PAINT/REBRANDING VEHICLES | N/A               |
| 30895-2016 HYUNDAI SANTA FE     | 5XYZT3LB2GG341949 |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 30896-2015 SEDONA KIA           | KNDMB5C11F6036279 |
| 30897-2015 SEDONA KIA           | KNDMB5C16F6071724 |
| 30898-2015 SEDONA KIA           | KNDMB5C16F6056799 |
| 30899-2015 SEDONA KIA           | KNDMB5C15F6052131 |
| 30900-2015 DODGE GRAND CARAVAN  | N/A               |
| 30901-2015 DODGE GRAND CARAVAN  | 2C4RDGCG9FR584717 |
| 30902-2015 DODGE GRAND CARAVAN  | 2C4RDGBG5FR709911 |
| 30999-TRANSMISSION VIN#738347   | N/A               |
| 31000-TRANSMISSION VIN#1285044  | N/A               |
| 31001-TRANSMISSION VIN#647983   | N/A               |
| 31002-TRANSMISSION VIN#405306   | N/A               |
| 31003-TRANSMISSION VIN#244612   | N/A               |
| 31004-TRANSMISSION VIN#223768   | N/A               |
| 31026-2016 HYUNDAI SANTA FE     | 5XYZT3LB5GG344473 |
| 31027-2016 HYUNDAI SANTA FE     | 5XYZT3LB9GG341950 |
| 31028-2015 DODGE GRAND CARAVAN  | 2C4RDGCG7FR630965 |
| 31073-PAINT FOR VARIOUS VEHICLE | N/A               |
| 31153-PAINT FOR VARIOUS VEHICLE | N/A               |
| 31154-TRANSPORT 15 VEHICLES FRO | N/A               |
| 31216-2016 HYUNDAI SANTA FE     | 5XYZT3LB3GG331088 |
| 31312-TRANSMISSION VIN#613524   | N/A               |
| 31319-2016 TOYOTA PRIUS         | JTDKBRFU8G3010432 |
| 31320-2016 TOYOTA PRIUS         | JTDKBRFU7G3513742 |
| 31321-2016 TOYOTA PRIUS         | JTDKBRFU0G3519091 |
| 31322-2016 TOYOTA PRIUS         | JTDKBRFU2G3519352 |
| 31323-2016 TOYOTA PRIUS         | JTDKBRFU5G3013367 |
| 31324-2016 TOYOTA PRIUS         | JTDKBRFU1G3012538 |
| 31325-2016 TOYOTA PRIUS         | JTDKBRFU1G3010255 |
| 31326-2016 TOYOTA PRIUS         | JTDKBRFU6G3513750 |
| 31327-2016 TOYOTA PRIUS         | JTDKBRFU3G3013030 |
| 31328-2016 TOYOTA PRIUS         | JTDKBRFU1G3519374 |
| 31329-2016 TOYOTA PRIUS         | JTDKBRFU4G3519627 |
| 31330-2016 TOYOTA PRIUS         | JTDKBRFU2G3520176 |
| 31507-2016 TOYOTA PRIUS         | JTDKBRFU8G3517797 |
| 31508-2016 TOYOTA PRIUS         | JTDKBRFU4G3009441 |
| 31509-2016 TOYOTA PRIUS         | JTDKBRFU0G3011624 |
| 31510-2016 TOYOTA PRIUS         | JTDKBRFU3G3012251 |
| 31511-2016 TOYOTA PRIUS         | JTDKBRFU7G3010082 |
| 31512-2016 TOYOTA PRIUS         | JTDKBRFUXG3514870 |
| 31513-TRANSMISSION VIN#77922    | N/A               |

| Vehicle Description             | Serial No.         |
|---------------------------------|--------------------|
| 31514-TRANSMISSION VIN#628442   | N/A                |
| 31595-PAINT/REBRANDING          | N/A                |
| 31596-TRANSMISSION VIN#120969   | N/A                |
| 31995-TRANSMISSION VIN#499706   | N/A                |
| 32015-TRANSMISSION VIN#52471    | N/A                |
| 32016-TRANSMISSION VIN#78159    | N/A                |
| 32017-TRANSMISSION VIN#808689   | N/A                |
| 32035-2015 CHEVROLET MALIBU 1FL | 1G11A5SL4FF290182  |
| 32036-2015 CHEVROLET MALIBU 1FL | 1G11A5SL2FU147887  |
| 32037-2015 CHEVROLET MALIBU 1LT | 1G11 C5SL7FF302805 |
| 32038-2016 DODGE GRAND CARAVAN  | 2C4RDGCG1GR328735  |
| 32039-2016 DODGE GRAND CARAVAN  | 2C4RDGCGXGR339877  |
| 32040-2016 DODGE GRAND CARAVAN  | 2C4RDGCG4GR274816  |
| 32041-2016 DODGE GRAND CARAVAN  | 2C4RDGCG3GR334150  |
| 32402-REBRANDING/PAINT          | N/A                |
| 32403-2014 TOYOTA SIENNA L      | N/A                |
| 32555-2014 TOYOTA SIENNA L      | 5TDZK3DC9ES514750  |
| 32556-2014 TOYOTA SIENNA L      | 5TDZK3DC7ES515301  |
| 32984-2014 TOYOTA SIENNA L      | 5TDZK3DC2ES513973  |
| 32985-2016 DODGE GRAND CARAVAN  | 2C4RDGCG4GR334111  |
| 32986-2016 DODGE GRAND CARAVAN  | 2C4RDGCG7GR354241  |
| 32987-2016 DODGE GRAND CARAVAN  | 2C4RDGCG6GR371371  |
| 32988-2016 DODGE GRAND CARAVAN  | 2C4RDGCGXGR374953  |
| 33156-2014 TOYOTA SIENNA L      | N/A                |
| 33157-2016 DODGE GRAND CARAVAN  | 2C4RDGCG7GR318887  |
| 33158-2016 DODGE GRAND CARAVAN  | 2C4RDGCG3GR362014  |
| 33159-2016 DODGE GRAND CARAVAN  | 2C4RDGCG2GR330025  |
| 33160-2016 DODGE GRAND CARAVAN  | 2C4ROGCG2GR388233  |
| 33161-2016 DODGE GRAND CARAVAN  | 2C4ROGCG5GR376402  |
| 33162-TRANSMISSION VIN#244727   | N/A                |
| 33163-TRANSMISSION VIN#564101   | N/A                |
| 33164-ENGINE VIN#88241          | N/A                |
| 33295-TRANSMISSION VIN#0329     | N/A                |
| 33296-TRANSMISSION VIN#R196722  | N/A                |
| 33315-TRANSMISSION VIN#19206    | N/A                |
| 33335-TRANSMISSION VIN#3779     | N/A                |
| 33355-TRANSMISSION VIN#70026    | N/A                |
| 33375-2016 DODGE GRAND CARAVAN  | 2C4RDGCG6GR352304  |
| 33376-2016 DODGE GRAND CARAVAN  | 2C4ROGCG7GR344065  |
| 33377-2016 DODGE GRAND CARAVAN  | 2C4RDGCG4GR380943  |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 33455-TRANSMISSION VIN#79173    | N/A               |
| 33456-TRANSMISSION VIN#636320   | N/A               |
| 33555-2016 DODGE GRAND CARAVAN  | 2C4ROGCG3GR384305 |
| 33558-2016 DODGE GRAND CARAVAN  | 2C4ROOCG3GR371196 |
| 33559-2016 DODGE GRAND CARAVAN  | 2C4RDGCG7GR330179 |
| 33565-2016 DODGE GRAND CARAVAN  | 2C4RDGCG8GR396093 |
| 33735-2016 DODGE GRAND CARAVAN  | 2C4RDGCG6GR352979 |
| 33736-2016 DODGE GRAND CARAVAN  | 2C4RDGCG1GR210491 |
| 33775-2017 DODGE GRAND CARAVAN  | 2C4RDGCG9HR573199 |
| 33776-2017 DODGE GRAND CARAVAN  | 2C4RDGCG1HR604705 |
| 33777-2016 DODGE GRAND CARAVAN  | 2C4RDGEGXGR328696 |
| 33778-2016 DODGE GRAND CARAVAN  | 2C4RDGEG0GR380063 |
| 33779-2016 DODGE GRAND CARAVAN  | 2C4RDGCG3GR375412 |
| 33780-2016 DODGE GRAND CARAVAN  | 2C4RDGCG7GR395727 |
| 34095-2016 DODGE GRAND CARAVAN  | 2C4RDGCG8GR388172 |
| 34096-2016 DODGE GRAND CARAVAN  | 2C4RDGCGXGR380736 |
| 34097-ENGINE ASSEMBLY - 28042   | N/A               |
| 34103-2016 DODGE GRAND CARAVAN  | 249752            |
| 34110-2016 DODGE GRAND CARAVAN  | 274774            |
| 34111-2016 DODGE GRAND CARAVAN  | 312002            |
| 34112-2016 DODGE GRAND CARAVAN  | 318928            |
| 34113-2016 DODGE GRAND CARAVAN  | 352552            |
| 34115-2016 DODGE GRAND CARAVAN  | 357201            |
| 34116-2016 DODGE GRAND CARAVAN  | 371443            |
| 34117-2016 DODGE GRAND CARAVAN  | 375280            |
| 34118-2017 DODGE GRAND CARAVAN  | 375949            |
| 34119-2016 DODGE GRAND CARAVAN  | 376547            |
| 34121-2016 DODGE GRAND CARAVAN  | 384303            |
| 34122-2016 DODGE GRAND CARAVAN  | 385092            |
| 34123-2016 HYUNDAI SONATA       | 387929            |
| 34125-2016 HYUNDAI SONATA       | 398623            |
| 34126-2017 HYUNDAI SONATA       | 470658            |
| 34127-2017 HYUNDAI SONATA       | 471457            |
| 34128-2017 HYUNDAI SONATA       | 486233            |
| 34129-2017 DODGE GRAND CARAVAN  | 554193            |
| 34130-2017 DODGE CARAVAN        | 573761            |
| 34219-TRANSMISSION ASSEMBLY- 26 | 678056            |
| 34235-2016 HYUNDAI SONATA       | 394109            |
| 34257-2016 HYUNDAI SONATA       | 5NPE24AF6GH394109 |
| 34268-ENGINE ASSEMBLY- 21935    | 2C4RDGCG8CR304435 |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 34269-TRANSMISSION ASSEMBLY- 31 | 2C4RDGCG7FR630965 |
| 34270-TRANSMISSION ASSEMBLY- 26 | KNDMG4C77E6540205 |
| 34271-DELIVERY FEE              | N/A               |
| 34321-2016 JEEP COMPASS         | 1C4NJCBA3GD753759 |
| 34322-2016 JEEP PATRIOT         | 1C4NJPFAFGD582476 |
| 34324-TRANSMISSION ASSEMBLY- 20 | 2A4RR5D19AR241280 |
| 34325-TRANSMISSION ASSEMBLY- 32 | 2C4RDGCG1GR374953 |
| 34326-TRANSMISSION ASSEMBLY- 23 | 2C4RDGCG2DR791141 |
| 34327-DELIVERY FEE- 34118       | 2C4RDGCG2GR375949 |
| 34328-TRANSMISSION ASSEMBLY- 32 | 2C4RDGCG3GR334150 |
| 34329-TRANSMISSION ASSEMBLY- 33 | 2C4RDGCG3GR371196 |
| 34330-TRANSMISSION ASSEMBLY- 23 | N/A               |
| 34331-2015 KIA SORENTO          | 5XYKT4A60FG643512 |
| 34332-2016 KIA SORENTO          | 5XYPG4A34GG092647 |
| 34375-ENGINE ASSEMBLY- 30789    | 5XYZT3LB2GG330000 |
| 34376-TRANSMISSION ASSEMBLY     | 2G1WT58K989150977 |
| 34415-2016 HYUNDAI SONATA       | 5NPE24AFXGH377071 |
| 34416-2016 HYUNDAI SONATA       | 5NPE24AFXGH410540 |
| 34417-TRANSMISSION ASSEMBLY- 20 | 2C4RDGBG0CR350494 |
| 34419-TRANSMISSION ASSEMBLY- 30 | 2C4RDGCG9FR584717 |
| 34575-2017 CHEV SUBURBAN        | 1GNSKHKC7HR153238 |
| 34576-2017 CHEV SUBURBAN        | 1GNSKHKC8HR194932 |
| 34577-HYUNADIA SONATA           | 5NPE24AFXHH473025 |
| 34578-2016 KIA SPORTAGE         | KNDPB3AC4G7875294 |
| 34579-TRANSMISSION- 24351       | 2C4RDGCG3CR304186 |
| 34580-TRANSMISSION- 28182       | 2C4RDGCG3DR749450 |
| 34655-2017 DODGE GRAND CARAVAN  | 2C4RDGBG4HR855722 |
| 34656-ARMYS TRANSMISSION- 26962 | 2C4RDGCG5DR678431 |
| 34657-ARMYS TRANSMISSION- 26967 | 2C4RDGCGXDR687254 |
| 34658-ARMYS TRANSMISSION-24346  | 2C4RDGCG8CR201801 |
| 34659-ARMYS TRANSMISSION- 33161 | 2C4RDGCG5GR376402 |
| 34660-ARMYS TRANSMISSION- 27498 | 2C4RDGCG8DR678728 |
| 34661-ARMYS TRANSMISSION- 21172 | 2C4RDGCG7CR263819 |
| 34735-2017 DODGE GRAND CARAVAN  | 2C4RDGBG0HR855782 |
| 34736-2017 DODGE GRAND CARAVAN  | 2C4RDGBG3HR855727 |
| 34738-2017 DODGE GRAND CARAVAN  | 2C4RDGBG8HR855724 |
| 34739-2017 DODGE GRAND CARAVAN  | 2C4RDGBG8HR855738 |
| 34740-DELIVERY FEE- KIA SORENTO | 5XYKT4A60FG643512 |
| 34741-TRANSMISSION ASSEMBLY- 20 | 2A4RR5D13AR120969 |
| 34742-TRANSMISSION ASSEMBLY- 34 | 2C4RDGCG3GR274774 |

| Vehicle Description             | Serial No.        |
|---------------------------------|-------------------|
| 34743-TRANSMISSION ASSEMBLY- 21 | 2C4RDGCG5CR308208 |
| 34744-TRANSMISSION ASSEMBLY- 27 | 2C4RDGCG7DR687275 |
| 34745-TRANSMISSION ASSEMBLY- 33 | 2C4RDGCG7GR330179 |
| 34746-TRANSMISSION ASSEMBLY- 21 | 2C4RDGCGXCR304136 |
| 34747-TRANSMISSION ASSEMBLY- 27 | 2C4RDGCGXDR668932 |
| 34748-TRANSMISSION ASSEMBLY- 34 | 2C4RDGCGXGR312002 |
| 34749-TRANSMISSION ASSEMBLY- 32 | 2C4RDGCGXGR339877 |
| 34750-2017 NISSAN QUEST         | JN8AE2KP0H9165263 |
| 34751-2017 NISSAN QUEST         | JN8AE2KP2H9165958 |
| 34752-2017 NISSAN QUEST         | JN8AE2KP3H9165208 |
| 34753-2017 NISSAN QUEST         | JN8AE2KP4H9168070 |
| 34754-2017 NISSAN QUEST         | JN8AE2KP5H9168014 |
| 34755-2017 NISSAN QUEST         | JN8AE2KP8H9168282 |
| 34757-2017 NISSAN QUEST         | JN8AE2KP9H9168064 |
| 34758-2017 NISSAN QUEST         | JN8AE2KP9H9169313 |
| 34759-TRANSMISSION ASSEMBLY- 28 | 2C4RDGCG3DR687290 |
| 34875-TRANSMISSION ASSEMBLY- 32 | 2C4RDGCG4GR334111 |
| 34876-TRANSMISSION ASSEMBLY-329 | 2C4RDGCG7GR354241 |
| 34877-TRANSMISSION ASSEMBLY- 27 | 2C4RDGCGXDR717000 |
| 34878-TRANSMISSION ASSEMBLY- 26 | 4C4RDGCG4DR749750 |
| 34879-TRANSMISSION ASSEMBLY- 21 | 2C4DRGCG1CR153591 |
| 34880-TRANSMISSION ASSEMBLY- 27 | 2C4RDGCG8DR678472 |
| 34881-DELIVERY FEE- 34752, 3475 | JN8AE2KP3H9165208 |
| 35015-TRANSAXLE ASSEMBLY- 21927 | 1FAHP2E86DG107825 |
| 35016-TRANSAXLE ASSEMBLY- 26973 | 2C4RDGCG1DR749706 |
| 35017-TRANSMISSION ASSEMBLY- 27 | 2C4RDGCG4DR678632 |
| 35018-TRANSMISSION ASSEMBLY- 34 | 2C4RDGCG6GR318928 |
| 35019-TRANSMISSION ASSEMBLY- 33 | 2C4RDGCG2GR330025 |
| 35020-TRANSAXLE ASSEMBLY- 26974 | 2C4RDGCG2DR749536 |
| 35095-TRANSMISSION ASSEMBLY- 32 | 2C4RDGCG4GR274816 |
| 35096-TRANSMISSION ASSEMBLY- 34 | 2C4RDGCGXGR380736 |

**Supershuttle of Pennsylvania, LLC**

| Asset Description        | Serial No.                           |
|--------------------------|--------------------------------------|
| 15068-10 FORD E350 V3281 | 1FBSS3BL0A DA03281                   |
| 22030-2014 FORD E-350    | 1FBSS3BL5E DA20499 PIT<br>UNIT # 836 |

**Ray Ray Cab Company, LLC**

| <b>Vehicle Description</b>      | <b>Serial No.</b>     |
|---------------------------------|-----------------------|
| 15088-06FORD 2782               | 1FAHP56UX6A232782     |
| 16570-08CHEV 6665               | 2G1WB58K089166665     |
| 19298-TRANSMISSION              | VIN# 2G1WB55K26916823 |
| 20739-2009 CHEVROLET IMPALA TRA | 2G1WB57K991239033     |
| 23812-2013 FORD FUSION          | 3FA6P0H75DR263071     |

**BILL OF SALE (NEW VEHICLES)**

\_\_\_\_, 2019

In consideration for the aggregate sum of \$ \_\_\_\_\_ and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, The Yellow Cab Company of Pittsburgh, a Pennsylvania corporation (“**Seller**”), hereby grants, bargains, transfers, sells, assigns, conveys and delivers to Silver Lining Motors, LLC, a Missouri limited liability company (“**Buyer**”), all of such Seller’s right, title and interest in and to the vehicles listed on Exhibit A to this Bill of Sale, which vehicles were purchased by the Seller on or after March \_\_, 2019. This Bill of Sale is being executed and delivered by the undersigned parties as a condition to and in connection with the closing of the following asset purchase transaction: Asset Purchase Agreement between Seller and WHC PA, LLC, of even date herewith.

This Bill of Sale will inure to the benefit of and will bind the Seller and their respective successors and assigns.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the undersigned parties have duly executed this Bill of Sale as of the date first written above.

**SELLER:**

**THE YELLOW CAB COMPANY OF PITTSBURGH**  
Pennsylvania corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

**BUYER:**

**SILVER LINING MOTORS, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**VEHICLE LISTING**

[To be updated.]

**BILL OF SALE**

\_\_\_\_\_, 2019

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, The Yellow Cab Company of Pittsburgh, a Pennsylvania corporation, Pittsburgh Cab Company, Inc., a Pennsylvania corporation, Ray Ray Cab Company, a Pennsylvania limited liability company, and Supershuttle of Pennsylvania, LLC, a Pennsylvania limited liability company (each a “**Seller**”, and together, “**Sellers**”), hereby grant, bargain, transfer, sell, assign, convey and deliver to WHC PA, LLC, a Pennsylvania limited liability company (“**Buyer**”), all of such Seller’s right, title and interest in and to the Purchased Assets, as such term is defined in that certain Asset Purchase Agreement, dated as of [●] \_\_\_\_, 2019 (the “**Purchase Agreement**”), by and between Sellers and Buyer, to have and to hold the same unto Buyer, its-successors and assigns, forever.

Each Seller acknowledges that the representations and warranties of Seller in **Article III** of the Purchase Agreement apply to this Bill of Sale.

This Bill of Sale will inure to the benefit of and will bind Sellers and its successors and assigns.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the undersigned parties have duly executed this Bill of Sale as of the date first written above.

**BUYER:**

**WHC PA, LLC,**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLERS:**

**THE YELLOW CAB COMPANY OF  
PITTSBURGH,**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUPERSHUTTLE OF PENNSYLVANIA,**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PITTSBURGH CAB COMPANY, INC.,**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RAY RAY CAB COMPANY, LLC,**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made effective as of [●] \_\_\_\_, 2019, between The Yellow Cab Company of Pittsburgh, a Pennsylvania corporation ("Assignor"), and WHC PA, LLC, a Pennsylvania limited liability company ("Assignee").

### RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement"). Capitalized terms used herein but not otherwise defined shall have the meaning assigned to such terms in the Purchase Agreement.

B. Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Contracts set forth on Section 1.1(b) to the Purchase Agreement and Assignee desires to accept such assignment, transfer and conveyance, all pursuant to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee (the "Assignment") all of Assignor's right, title and interest in and to Assigned Contracts, effective as of the Closing (the "Effective Date").

2. Assignee hereby accepts the Assignment and assumes all duties, obligations and liabilities of Assignor arising under the Assigned Contracts from and after the Effective Date (the "Assumption").

3. On and after the date hereof, the parties shall take all further actions, including, but not limited to, the execution and delivery of additional instruments or documents, that may be reasonably requested in writing by either party to effectuate or evidence the Assignment or the Assumption, or the other actions expressly contemplated by this Agreement.

4. Each of Assignor and Assignee hereby represents and warrants to the other party that it has all necessary organizational power and authority to execute this Agreement and to perform its obligations hereunder; the signing and performance by such party of this Agreement has been duly authorized by all necessary action on its part; and this Agreement has been fully and validly signed by such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

5. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 8.2 of the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto.

6. This Agreement may be executed in counterparts.

7. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, legal representatives and permitted assigns.

8. This Agreement shall be governed by the laws the Commonwealth of Pennsylvania, without regard to the conflict of laws principles thereof.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement or caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**ASSIGNOR:**

**THE YELLOW CAB COMPANY OF  
PITTSBURGH**, a Pennsylvania corporation

By: \_\_\_\_\_  
Name:  
Its:

**ASSIGNEE:**

**WHC PA, LLC**,  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: William M. George  
Its: Chief Executive Officer

## NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT is dated as of [●] \_\_\_\_, 2019 (this “**Agreement**”), by and among WHC PA, LLC, a Pennsylvania limited liability company (the “**Buyer**”) The Yellow Cab Company of Pittsburgh, a Pennsylvania corporation, Supershuttle of Pennsylvania, LLC, a Pennsylvania limited liability company, Pittsburgh Cab Company, Inc., a Pennsylvania corporation, and Ray Ray Cab Company, a Pennsylvania limited liability company (each a “**Seller**”, and together, “**Sellers**”).

WHEREAS, pursuant to the Asset Purchase Agreement dated as of [●] \_\_\_\_, 2019 (the “**Asset Purchase Agreement**”) by and between the Buyer and the Sellers, the Buyer is acquiring on the date hereof the Purchased Assets (the “**Transaction**”).

WHEREAS, the entry into this Agreement by the Sellers constitutes a material inducement to the Buyer to consummate, and a condition precedent to the Buyer’s obligation to consummate, the Transaction. The Sellers’ obligations pursuant to this Agreement are an integral part of the Transaction.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. **Adoption of Recitals**

The parties hereto adopt the foregoing recitals and agree and affirm that the recitals are an integral part of this Agreement.

2. **Definitions**

Capitalized terms not defined herein will have the respective meanings ascribed to such terms in the Asset Purchase Agreement. The following terms will have the respective meanings herein specified:

(1) “**Competing Business**” means the business of providing taxi, shared ride van transportation, and “black car” services.

(2) “**Confidential Information**” means all oral or written confidential or proprietary information, knowledge or data acquired by the Sellers and related to its operation of the Purchased Assets.

(3) “**Control**” means the possession, direct or indirect, of the actual power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, the right to appoint directors, by contract or otherwise.

(4) “**Effective Date**” means the date first written above.

(5) To “**engage**” in a business means to own, manage, operate or Control (or participate in the ownership, management, operation or Control of) a Person engaged in such business.

(6) “**Person**” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, company, limited liability company, syndicate, person, trust or other entity or organization, including any Governmental Entity.

(7) “**Restriction Period**” means the period from the Effective Date of this Agreement until the third (3<sup>rd</sup>) anniversary of the date of the Effective Date of this Agreement.

(8) “**Sellers Affiliate**” has the meaning ascribed thereto in Section 5(1).

(9) “**Territory**” means the metropolitan area of Pittsburgh, Pennsylvania.

3. **Headings**

The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “**hereof**”, “**hereunder**”, “**herein**”, “**hereto**” and similar expressions refer to this Agreement and not to any particular Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections are to Sections of this Agreement.

4. **Inducement; Additional Consideration**

As an inducement for the Buyer to consummate the Transaction, the Sellers agree to the covenants and restrictions contained herein.

5. **Non-Competition**

(1) The Sellers covenant and agree that, during the Restriction Period, the Sellers will not, and will cause each Person (a) directly or indirectly Controlled by or that is an Affiliate of, whether now or hereafter, the Sellers or (b) in respect of which the Sellers, whether now or hereafter, has a direct or indirect Controlling interest (a “**Sellers Affiliate**”) not to, whether alone or jointly with any Person, on its behalf, directly or indirectly, in any capacity or manner whatsoever, carry on, be engaged in, participate in, assist or be involved with, have financial or other interest in any Person, business or venture which, directly or indirectly, in whole or in part, in all or any part of the Territory, engages in, carries on or consists of, to best of Sellers’ actual knowledge, a Competing Business, *provided, however, that* this provision shall not restrict the Sellers from owning, directly or indirectly, solely as an investment, up to two percent (2%) of any class of “publicly-traded securities,” in which “publicly-traded securities” shall mean securities that are traded on a national securities exchange.

(2) For the purposes of this Section 5, the word “**indirectly**” includes being a shareholder, partner, joint-venturer, of a Person, business or venture that, to the best of Sellers’ actual knowledge, is carrying on, engaged in, or participating in a Competing Business.

6. **Confidentiality**

(1) The Sellers covenant and agree that the Sellers will, and will cause each Sellers Affiliate to, keep secret and confidential and the Sellers will not, and will cause each Sellers Affiliate not to, directly or indirectly, in any manner whatsoever, divulge, communicate, diffuse, sell, transfer, reproduce, give, circulate, distribute or otherwise disclose to any Person, or otherwise make public, or use for its benefit or for the benefit of any Person, any Confidential Information.

(2) Notwithstanding anything to the contrary contained in this Agreement, if the Sellers or any Sellers Affiliate is required to disclose any Confidential Information under law or by a governmental entity, the Sellers will, to the extent it may lawfully do so, or will cause each such Sellers Affiliate to, provide to the Buyer written notice of any such requirement (and the terms and conditions thereof) so that the Buyer may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Buyer elects to waive compliance with the terms of this Agreement, or that Buyer fails to respond to Sellers within ten (10) business days of the notification, the Sellers or a Sellers Affiliate, as applicable, may disclose only that portion of the Confidential Information which is, in the opinion of counsel to the Sellers, legally required to be disclosed; provided, however, that the Sellers will, or will cause such Sellers Affiliate to, as applicable, give to the Buyer written notice of the Confidential Information to be so disclosed as far in advance of its disclosure as is practicable and will obtain assurances that confidential treatment will be awarded to the Confidential Information to be disclosed.

7. **Remedy**

The Sellers acknowledge that any breach of any of the covenants set forth in Sections 5 or 6 may result in irreparable injury to the Buyer, the exact amount of which may be difficult to ascertain, and that remedies at law for any such breach may not be reasonable or adequate compensation to the Buyer for such a breach. Accordingly, the parties hereto agree that nothing in this Agreement will limit the Buyer's right (a) to benefit from all recourses in equity, including any temporary or permanent injunctive relief or other remedy to have any breach of this Agreement cease for the future, and (b) to seek, to the extent permitted by law, specific performance of the obligations contained in this Agreement.

8. **Enforceability and Severability**

(1) The Sellers acknowledge that this Agreement is an integral part of the Transaction and that the Buyers would not have entered into the Asset Purchase Agreement had the Sellers not provided the restrictive covenants contained in this Agreement. The Sellers have carefully considered the nature and extent of the restrictive covenants set forth in this Agreement and agrees that the same are just and reasonable, including with respect to duration, geographical area and scope of activity, and necessary to protect the Business and the Buyer. The Sellers hereby expressly covenant to the granting of such remedies, including, to the extent permitted by law, injunctive relief, in favor of the Buyer in the event of any breach or threatened breach of any of the covenants set forth in Sections 5 or 6.

(2) Without limiting the foregoing paragraphs of this Section 8, whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Law, but if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

9. **Remedies Cumulative**

The rights and remedies of the parties hereto under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party hereto of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which such party may be entitled.

10. **Assignment**

Except to the extent otherwise expressly set forth in this Agreement, none of the parties hereto may assign, transfer or otherwise encumber this Agreement or its rights or obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other party hereto, and any attempted assignment without such consent shall be void and without legal effect. Notwithstanding the immediately preceding sentence, (a) the Buyer may assign all or any part of its right, title and interest in, to and under this Agreement to any transferee of that part of its business or any Purchased Assets to which such rights relate, and such transferee shall succeed to, and be substituted for, and may exercise every such right and power so assigned of the Buyer under this Agreement with the same effect as if such transferee had been named as the Buyer herein, provided that no such assignment shall relieve the Buyer of its obligations hereunder; (b) the Buyer may, at any time following the Closing, assign its rights hereunder as collateral security to persons extending financing to the Buyer or any of its Affiliates (and such Persons may at any time foreclose on such security interest), provided that no such assignment shall relieve the Buyer of its obligations hereunder; and (c) Sellers may assign its rights and obligations hereunder to any successor entity in connection with a merger of Sellers with or into another entity.

11. **Parties in Interest**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

12. **Law Governing Agreement; Consent to Jurisdiction**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Each party hereto stipulates that any litigation between the parties hereto arising under or relating to this Agreement shall be commenced and prosecuted in its entirety

in, and consents to the exclusive jurisdiction and proper venue of, the federal courts located in the City of Pittsburgh and county of Allegheny, and the state courts located in Allegheny County, Pennsylvania, and each party hereto consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties hereto acknowledge that all directions issued by the forum court, including all injunctions and other decrees, shall be binding and enforceable in all jurisdictions and countries to the extent permitted by law.

13. **WAIVER OF JURY TRIAL**

EACH PARTY HERETO HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY AND WITH AND UPON THE ADVICE OF COMPETENT COUNSEL IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION IN ANY COURT (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.

14. **Amendment**

This Agreement may be amended or supplemented only pursuant to a written instrument executed and delivered by the Buyer and the Sellers.

15. **Waiver**

No waiver by any party hereto of any of the provisions of this Agreement shall be effective unless expressly set forth in writing and executed by the party hereto so waiving. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

16. **Notice**

All notices, requests, demands and other communications under this Agreement shall be given in writing and shall be (1) personally delivered; or sent by registered or certified U.S. mail, return receipt requested and postage prepaid; or by private overnight mail courier service, and (2), in addition, sent by email as follows:

(a) if to the Sellers, to:

Transdev North America, Inc.  
720 East Butterfield Road  
Suite 300  
Lombard, Illinois 60148  
E-mail: [jennifer.coyne@transdev.com](mailto:jennifer.coyne@transdev.com)  
Attention: Jennifer Coyne  
with a copy to:

DLA Piper LLP (US)  
2525 E. Camelback Rd., Suite 1000  
Phoenix, Arizona 85016  
Attention: Gregory R. Hall, Partner  
Email: [greg.hall@dlapiper.com](mailto:greg.hall@dlapiper.com)

(b) if to the Buyer, to:

William M. George  
1300 Lydia  
Kansas City, Missouri 64106  
E-mail: [wmgeorge@kctg.com](mailto:wmgeorge@kctg.com)  
Attention: William M. George  
With a copy to:

Foulston Siefkin LLP  
32 Corporate Woods, Suite 600  
9225 Indian Creek Parkway  
Overland Park, Kansas 66210  
E-mail: [iyamaashi@foulston.com](mailto:iyamaashi@foulston.com)  
Attention: Issaku Yamaashi

17. **Entire Agreement**

This Agreement (including the schedules attached hereto) supersedes all prior agreements, and constitutes (together with the other documents and instruments to be executed and delivered pursuant hereto) a complete and exclusive statement of the terms of the agreement, among the parties with respect to its subject matter. There have been and are no representations, warranties or covenants among the parties other than those set forth or provided for in this Agreement.

18. **Counterparts**

This Agreement may be executed by facsimile signature pages and in one or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

19. **No Strict Construction**

Notwithstanding the fact that this Agreement may have been drafted or prepared by one of the parties hereto, each of the parties confirms that both it and its counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties hereto. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

20. **Guaranty**

Transdev North America, Inc. ("TNA"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably guarantee (as primary obligor and not merely as surety) to Buyer and other parties entitled to indemnification under Section 7.2 of the Asset Purchase Agreement, and each of their respective successors and assigns, the performance by Sellers of all Sellers' obligations under this Agreement. Such guarantee is a continuing guarantee of performance of the obligations of Sellers and shall be binding upon and enforceable against TNA without regard to any change in the status of TNA as indirect owner of Sellers or any amendment or modification to any of the obligations of Sellers under this Agreement. The liability of TNA hereunder shall not be released or diminished by any modification or alteration of the terms of this Agreement or any forbearance, neglect or delay in seeking performance of the obligations of Sellers or those hereby undertaken by TNA.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**BUYER:**

**WHC PA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLERS:**

**THE YELLOW CAB COMPANY OF  
PITTSBURGH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUPERSHUTTLE OF  
PENNSYLVANIA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PITTSBURGH CAB COMPANY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RAY RAY CAB COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The following party joins this Agreement for the sole purpose of Section 20:

**TRANSDEV NORTH AMERICA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## TRANSITION SERVICES AGREEMENT

This Transition Services Agreement ("Services Agreement"), dated as of \_\_\_\_\_, 2019 (the "Effective Date"), is entered into by and between Transdev On Demand, Inc., a Delaware corporation ("TOD"), and WHC Worldwide, LLC, a Delaware limited liability company ("WHC"). Each of TOD and WHC may be referred to herein as a "party" and collectively, as the "parties".

### RECITALS

WHEREAS, WHC, certain of WHC's subsidiaries, and certain indirect subsidiaries of TOD have entered into the Asset Purchase Agreements and Stock Purchase Agreements described in Exhibit 1 to this Services Agreement (collectively, the "Purchase Agreements"), pursuant to which the WHC subsidiaries have agreed to purchase from the TOD subsidiaries certain taxi assets and, in the case of the Kansas City, Pittsburgh and Florida, specified SuperShuttle assets, each as set forth in such Purchase Agreement; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreements and as a condition precedent to the closing of such transactions, the parties desire to enter into this Services Agreement, pursuant to which, from and after the Closing, TOD will provide, or cause its Affiliates to provide, WHC with certain Services (as defined below), in each case on a transitional basis and subject to the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements contained in this Services Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### DEFINITIONS

For the purposes of this Services Agreement, and except as otherwise defined in this Services Agreement, all terms, the first letters of which are capitalized, shall have the meanings defined in the Purchase Agreements.

#### Article I

##### PROVISION OF SERVICES BY TOD TO WHC; HANDLING OF INSURANCE CLAIMS

1.1 TOD agrees to provide, or to cause its Affiliates to provide, to WHC, or to one or more direct or indirect subsidiaries of WHC engaged in the transportation businesses acquired

pursuant to the Purchase Agreements, the services (the “Services”) listed and described in Schedule A attached hereto and hereby made a part hereof (as such schedule may be amended or supplemented from time to time pursuant to the terms of this Services Agreement, the “Service Schedule”), for the respective periods and on the other terms and conditions specified in this Services Agreement and on the Service Schedule, which Services shall be performed consistent with the manner in which such Services were generally performed prior to the Effective Date. For purposes of clarification only, in no event shall any term or provision of this Services Agreement impose a duty on TOD to cause SuperShuttle International, Inc. (“SSI”) to perform any of the Services under this Agreement following the divestiture of SSI by TOD, if ever, provided, however, in no event is this sentence intended to cover the Affiliate Agreements entered into by SSI and certain WHC affiliates, which shall in all events be governed by their respective terms.

1.2 WHC acknowledges the transitional nature of the Services to be provided and agrees to use its commercially reasonable efforts to transition each Service to its or its Affiliates’ internal organization or to obtain other third-party sources to provide the Services as promptly as reasonably practicable following the execution of this Services Agreement, and WHC further agrees to make such transitions in all events not later than as of the dates set forth in the Service Schedule.

1.3 In addition to the Services set forth in this Services Agreement and Service Schedule attached hereto, the parties have also agreed to the method for handling of claims arising out of the operation of the businesses subject to the Purchase Agreements in the Kansas City, Florida, Colorado and Maryland markets for the period prior to the Closing of such transactions (collectively, the “Pre-Closing Claims”). Until the later of the time the statute of limitations has expired in each applicable State with respect to the Pre-Closing Claims and there are no longer outstanding Pre-Closing Claim (such period being hereinafter referred to as the “Claims Period”), the parties agree that such Claims shall be handled in the manner set forth in Schedule B attached hereto and hereby made a part hereof (as such schedule may be amended or supplemented from time to time pursuant to the terms of this Services Agreement, the “Claims Handling Schedule”).

## **Article II** **Payment**

2.1 As consideration for the provision of the Services, WHC shall pay TOD the amounts as specified in the Service Schedule, which amounts shall represent the compensation payable by WHC to TOD during the term of this Agreement. If a Service on the Service Schedule does not include a fee for such Service, TOD shall provide such Service at no charge. Any one-time or recurring out of pocket expenses must be approved in writing by WHC prior to TOD incurring such expenses. Except as otherwise noted on the Service Schedule, TOD shall invoice WHC at the beginning of each month during the Term (as defined in Section 4.1) for the amounts payment for such month as set forth on the Service Schedule, and WHC shall pay such

invoice within fifteen (15) days after the receipt thereof. Notwithstanding anything to the contrary contained herein, WHC acknowledges that, in connection with providing the Services, TOD will not be required to incur any third-party service provider costs or expenses, unless otherwise mutually agreed to in writing. WHC shall be responsible for all sales or use taxes imposed or assessed as a result of the provision of Services by TOD or any Affiliate of TOD.

2.2 WHC shall pay the full amounts of, and shall not set-off, counterclaim or otherwise withhold from, all amounts that WHC is responsible to pay to TOD in accordance with this Services Agreement in respect of the Services.

### **Article III MANNER OF PROVISION OF THE SERVICES; WARRANTIES**

3.1 Unless otherwise agreed by the parties, the Services shall be (a) performed consistent with the manner in which such Services were generally performed prior to the Effective Date, and (b) of a quality that is substantially the same as the quality of such Services were generally performed prior to the Effective Date.

3.2 WHC acknowledges and agrees that (a) TOD and its Affiliates are not professional providers of the types of Services to be provided hereunder, (b) the employees of TOD and its Affiliates providing the Services may have other responsibilities to the business(es) of TOD and its Affiliates to which said employees are required to devote substantial time that may take priority over their provision of Services from time-to-time, to the extent consistent with TOD or its Affiliates' past practices in such regard, (c) the ability of TOD and its Affiliates to provide Services may be impeded if certain of those employees leave their employment for any reason or for no reason, and that the loss of any of such employees may materially impede TOD's ability to provide or continue to provide some or all of its Service obligations hereunder, and (d) TOD makes no representation or warranty of any kind regarding the ability of TOD or its Affiliates to retain any employees who are providing Services and, neither TOD nor its Affiliates shall have any liability as to the consequences of the termination or loss of any such employee(s). Notwithstanding the foregoing, TOD shall at all times during the Term use its commercially reasonable efforts to ensure that all Services shall be performed in a timely manner consistent with past practices.

3.3 Each of WHC and TOD acknowledges and agrees that this Services Agreement is not intended to and does not, and any course of dealing contemplated by providing the Services hereunder will not, create a fiduciary relationship, partnership, joint venture or relationship of trust or agency among or between the parties, and that all Services are being provided to WHC by TOD or its Affiliates as independent contractors to WHC. Except as provided in this Services Agreement, this Services Agreement shall not in any manner (i) limit the parties in carrying on their respective separate businesses or activities, (ii) impose upon any party any fiduciary duty to any other party or any of such party's respective owners, directors, officers, employees, agents,

representatives, contractors and subcontractors or (iii) impose upon any party any obligation or liability. To the fullest extent permitted by applicable law, WHC hereby waives any and all fiduciary duties that, absent such waiver, may be implied relating to this Services Agreement by law or in equity, and in doing so, recognizes, acknowledges and agrees that the duties and obligations of TOD with regard to the Services are only as expressly set forth in this Services Agreement.

3.4 Notwithstanding anything to the contrary set forth herein:(i) TOD shall not be required to provide, or cause to be provided by any other Service Provider, any Services for use in, any business other than the business that is the subject of the Purchase Agreements, and (ii) the Services shall be made available to Buyer only for purposes of conducting such business substantially in the same manner in which it was conducted immediately prior to the date of this Services Agreement.

**3.5 WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICES AGREEMENT, TOD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, IMPLIED OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SERVICES TO BE PROVIDED UNDER THIS SERVICES AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH REPRESENTATIONS AND WARRANTIES ARE SPECIFICALLY DISCLAIMED.

#### **Article IV TERM OF SERVICES; TERMINATION**

4.1 Except as otherwise provided in Section 4.2 below, this Services Agreement and the provision of Services under this Services Agreement shall commence on the Effective Date and shall terminate the earlier to occur of the following: (a) the date set forth for such Service in the Service Schedule, and (b) the mutual written agreement of the parties (the "Term"). Upon termination of this Services Agreement, all obligations of the parties shall terminate, except that (i) the obligations set forth on the Service Schedule and the Claims Handling Schedule, which by their terms are to be performed following expiration of the Term, the confidentiality obligations set forth in Section 7.3 and the other provisions set forth in Article VII shall survive any such termination and continue in full force and effect in accordance with the terms set forth therein, and (ii) TOD shall be entitled to recover from WHC all monies (if any) due for that portion of the Services performed and completed prior to such effective date of termination.

4.2 The conditions under which a party may terminate this agreement are as follow:

(a) By mutual written agreement of TOD and WHC, as set forth in Section 4.1;

(b) By either TOD or WHC in the event of a breach by the other party of any representation or warranty or any breach or default by such other party in the performance by such other party of any covenant or agreement contained in this Agreement, in each case, which breach or default has not been, or by its terms cannot be, cured within ten (10) days after written notice of such breach or default, describing such breach or default in reasonable detail, is given by the terminating party to the breaching or defaulting party (it being understood that a party may not terminate this Agreement pursuant to this Error! Reference source not found. if such breach or default is cured within such period. Any party seeking termination pursuant to this clause (b) may do so provided it is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement. In the event of termination by TOD or WHC pursuant to this Error! Reference source not found.4.2., written notice thereof shall forthwith be given to the other party and the transactions contemplated by this Agreement shall be terminated, without further action by any party.

## Article V FORCE MAJEURE

5.1 The parties shall not be liable for any interruption of Service, delay or failure to perform or receive Services under this Services Agreement when such interruption, delay or failure results from causes beyond its reasonable control, including, but not limited to, any strikes, lock-outs or other labor difficulties, acts of any Governmental Authority, changes in applicable laws, riot, insurrection, invasion, war or other hostilities or civil unrest (including acts of terrorism), embargoes or blockades, fuel or energy shortage, fire, flood, explosion, acts of God, national or regional emergencies, or shortage of adequate utilities, power or transportation facilities (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the parties' obligations hereunder (other than the payment of money) shall be postponed for such time as their respective performance is suspended or delayed on account thereof. Each party will promptly notify the other, either orally or in writing, upon learning of the occurrence of such Force Majeure Event. Upon the cessation of the Force Majeure Event, each party will, in a manner consistent with past practice, take all commercially reasonable steps necessary to make up for lost time.

## Article VI INDEMNIFICATION; LIABILITIES

6.1 TOD hereby agrees to RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS WHC and its Affiliates and their respective officers, managers, directors, employees and agents (each, a "WHC Indemnified Party") from any and all threatened or actual claims, demands, causes of action, suits, proceedings, losses, damages, fines, penalties, liabilities, costs and expenses of any nature, including reasonable attorneys' fees and court costs (collectively, "Losses"), incurred by, imposed upon or rendered against one or more of WHC Indemnified parties, all to the extent that such Losses are in respect of, arise out of, or based upon (a) the gross negligence or willful misconduct of TOD or its Affiliates in providing (or

failing to provide) a Service or (b) any material breach by the TOD of this Services Agreement; PROVIDED, THAT TOD IS NOT OBLIGATED TO RELEASE, DEFEND, INDEMNIFY OR HOLD HARMLESS THE WHC INDEMNIFIED PARTIES FROM AND AGAINST ANY LIABILITIES TO THE EXTENT SUCH LOSSES RESULT FROM THE BREACH OF THIS SERVICES AGREEMENT BY, OR THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF ANY WHC INDEMNIFIED PARTY. Notwithstanding anything to the contrary contained herein, as to (b) above, in no event shall TOD be liable under this Article VI to WHC Indemnified Parties for amounts in excess of three (3) months' consideration received by TOD in accordance herewith.

6.2 WHC hereby agrees to RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS TOD and its Affiliates and their respective officers, managers, directors, employees and agents (each, a "TOD Indemnified Party" and, collectively with WHC Indemnified parties, each an "Indemnified Party") from any and all Losses, incurred by, imposed upon or rendered against one or more of the TOD Indemnified parties, to the extent that such Losses are in respect of, arise out of, or based upon (a) the gross negligence or wilful misconduct of WHC or its Affiliates in providing (or failing to provide) a Service, or (b) any material breach by WHC of this Services Agreement; PROVIDED THAT WHC IS NOT OBLIGATED TO RELEASE, INDEMNIFY, DEFEND OR HOLD HARMLESS THE TOD INDEMNIFIED PARTIES FROM AND AGAINST ANY LOSSES TO THE EXTENT TOD MUST INDEMNIFY THE WHC INDEMNIFIED PARTIES WITH RESPECT THERETO PURSUANT TO SECTION 6.1. Notwithstanding anything to the contrary contained herein, as to (b) above, in no event shall WHC be liable under this Article VI to the TOD Indemnified parties for amounts in excess of three (3) months' consideration paid to TOD in accordance herewith.

6.3 IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY UNDER ANY PROVISION OF THIS SERVICES AGREEMENT FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING LOSS OF FUTURE REVENUE OR INCOME, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY RELATING TO THE BREACH OR ALLEGED BREACH OF THIS SERVICES AGREEMENT, OR DIMINUTION OF VALUE OR ANY DAMAGES BASED ON ANY TYPE OF MULTIPLE, WHETHER BASED ON STATUTE, CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT; PROVIDED, HOWEVER, THAT THIS SECTION 6.3 SHALL NOT LIMIT A PARTY'S RIGHT TO RECOVERY UNDER SECTION 6.1 OR SECTION 6.2 FOR ANY SUCH DAMAGES TO THE EXTENT SUCH PARTY IS REQUIRED TO PAY SUCH DAMAGES TO A THIRD PARTY IN CONNECTION WITH A MATTER FOR WHICH SUCH PARTY IS OTHERWISE ENTITLED TO INDEMNIFICATION UNDER SECTION 6.1 OR SECTION 6.2.

NOTHING IN THIS SERVICES AGREEMENT SHALL LIMIT OR ALTER THE OBLIGATION OF TOD OR WHC TO INDEMNIFY ANY INDEMNIFIED PARTY OR

OTHER PERSON ENTITLED TO INDEMNIFICATION PURSUANT TO THE TERMS OF THE PURCHASE AGREEMENTS; PROVIDED, HOWEVER, THAT SUCH INDEMNIFIED PARTY OR OTHER PERSON SHALL NOT OBTAIN DUPLICATIVE RECOVERIES.

**6.4** EACH PARTY ACKNOWLEDGES AND AGREES (A) THAT IT HAS A DUTY TO READ THIS SERVICES AGREEMENT AND THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS HEREOF, AND (B) THAT IT HAS IN FACT READ THIS SERVICES AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS SERVICES AGREEMENT. EACH PARTY AGREES THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY PROVISIONS OF THIS SERVICES AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISIONS OR THAT SUCH PROVISIONS ARE NOT "CONSPICUOUS". The parties acknowledge and agree that the provisions contained in this Services Agreement that are set out in "ALL CAPS," or bold type, satisfy the requirement of the "express negligence rule" and any other requirement at Law or in equity that provisions contained in a contract be conspicuously marked or highlighted.

## Article VII MISCELLANEOUS

**7.1 Notices.** All notices or other communications made in connection with this Services Agreement shall be in writing and given in the same manner indicated in Section 10.01 of the Purchase Agreement.

**7.2 Assignment.** This Services Agreement shall not be assignable by either party without the prior written consent of the other party.

**7.3 Confidentiality.** Each of the parties agrees that any confidential information of the other party received in the course of performance under this Services Agreement shall be kept strictly confidential by the parties, except that TOD may disclose such information for the purpose of providing Services pursuant to this Services Agreement to any Affiliate of the TOD that provide such Services; provided, that any such third party shall have agreed in writing to be bound by this Section 7.3 (or substantially similar terms contained herein).

**7.4 Severability.** If any term or provision of this Services Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Services Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Services Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

**7.5 Entire Agreement.** This Services Agreement, including the schedules and exhibits hereto, constitutes the sole and entire agreement of the parties to this Services Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event and to the extent that there is a conflict between the provisions of this Services Agreement and the provisions of the Purchase Agreement as it relates to the Services hereunder, the provisions of this Services Agreement shall control.

**7.6 No Third Party Beneficiary.** This Services Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Services Agreement.

**7.7 Amendment and Modification; Waiver.** This Services Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Services Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**7.8 Governing Law; Dispute Resolution.** This Services Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any other choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

**7.9 Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Services Agreement or the transactions contemplated hereby. Each party to this Services Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this Services Agreement by, among other things, the mutual waivers and certifications in this Section 7.9.

**7.10 Counterparts.** This Services Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Services Agreement delivered by e-mail or other means

of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Services Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be effective as of the Effective Date by their respective officers thereunto duly authorized.

**WHC:**

**WHC WORLDWIDE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

**TOD:**

**TRANSDEV ON DEMAND, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

**SCHEDULE A**

**Services**

| Item  | Description  | Services   |
|---|--|--|
| <b>Cyrus One<br/>Production Data<br/>Center</b> | Servers, network, licenses all co-mingled with Shuttle, B2B and B2G infrastructure | <p>WHC shall have the right, for a period not to exceed 12 months from the Effective Date, to continue to have its taxi applications reside on the primary production Transdev North America, Inc. ("<u>TDNA</u>") shared data center, Cyrus One. For purposes of clarification, this will include all hardware, network, helpdesk, and security support, as it exists as of the Effective Date.</p> <p>Assuming WHC hires TDNA employees, Derek Hilmoe and Luke Misgen, WHC agrees to provide TDNA with reasonable access to, and partnership with, such individuals (or other, similarly skilled and knowledgeable resources, as identified by WHC) in a cooperative support arrangement.</p> <p>TDNA resources will assist in supporting the planning and transition from Cyrus One to WHC's new hosting infrastructure of choice during the 12-month period.</p> <p><b>Service Period:</b> Up to 12 months after the Effective Date.</p> <p><b>Service Charges:</b></p> <ol style="list-style-type: none"><li>1. No charge during the 6-month period following the Effective Date.</li><li>2. \$3,800 per month for each month following the first 6 months.</li></ol> |

| Item   | Description   | Services   |
|--|---|--|
| <p><b>Tempe Disaster Recovery / Backup Data Infrastructure</b></p> | <p>This application backup for the taxi business is co-located and co-mingled with SuperShuttle International, Inc. (“<u>SSI</u>”), in SSI’s Tempe office location.</p> <p>WHC acknowledges that it has been informed that this hardware will be sold as part of a SSI divestiture.</p> | <p>Following the Effective Date, SSI will make available resources to assist WHC with the planning and transition from the existing backup environment to a new backup environment owned by WHC. At WHC’s request, SSI will also assist WHC in backup migration to any currently owned WHC environment.</p> <p><b>Service Period:</b> The earlier of January 1, 2020 or the effective date of the divestiture of SSI.</p> <p><b>Service Charges:</b> No charge during the period following the Effective Date and January 1, 2020. For purpose of clarification, once TDNA has entered into an agreement to divest of SSI, WHC shall find an alternative solution and transition to that solution prior to the closing of the sale of SSI.</p> |
| <p><b>GL / Accounting / Financial System</b></p>                   | <p>Continued support for payable and receivable accounting functions on the SSI Oracle platform.</p> <p>WHC acknowledges that it has been informed that this hardware will be sold as part of a SSI divestiture.</p>  | <p>SSI will provide support to WHC for a period equal to the earlier of January 1, 2020 or the effective date of the divestiture of SSI on the current environment, and make available to WHC any resources required to assist in transition, at no cost to WHC. Specifically, WHC shall be provided with full access to the current SSI Oracle ERP system for such 60-day period, including Workflow, Tango, GL and Fixed Assets.</p> <p>SSI will continue to provide the following resources from Scottsdale during the Service Period :</p>   |

| Item | Description | Services   |
|------|-------------|--|
|      |             | <ul style="list-style-type: none"> <li>• Cash application of all taxi receivables</li> <li>• Generating check runs in Oracle for all taxi payments, this will include any manual checks that are needed.</li> <li>• Loading of fixed assets into the Oracle FA ledger.</li> </ul> <p>WHC and TOD each covenant and agree that during such 60 day period, they will act in good faith and not access the other party's financial information contained within the system.</p> <p>At WHC's reasonable request, SSI accounting and finance resources will be made available to WHC to assist WHC with the planning and implementation of the solution.</p> <p><b>Service Period:</b> The earlier of January 1, 2020 or the effective date of the divestiture of SSI.</p> <p><b>Service Charges:</b> \$5,000 per month for each month after the 60-day period, provided, however, in no event shall this obligation require SSI to provide such services after the 60 day period if it is able to.</p> |

| Item                           | Description   | Services   |
|--------------------------------|---|--|
| <b>Taxi Cashiering App</b>     | <p>“TCS” is a system that is currently in place for only Taxi</p>           | <p>At the Effective Date, WHC will hire Bob Preston as a consultant for a period of not less than six (6) months following the Effective Date and assume responsibility for the ongoing maintenance of this application. In addition, any licenses related to this application will be assigned to WHC effective as of the Effective Date</p> <p><b>Service Period:</b> N/A.</p> <p><b>Service Charges:</b> N/A.</p>                         |
| <b>Nexus App</b>               | <p>Driver billing system for when they owe the Taxi company money</p>       | <p>As of or prior to the Effective Date, the SSI tech team shall have reprogrammed the Nexus app to point to WHC’s Braintree merchant accounts (currently pointing to SSI’s).</p> <p>WHC will be provided the Nexus app as part of the taxi sale transaction, at no charge. WHC will be responsible for supporting this application following the Effective Date.</p> <p><b>Service Period:</b> N/A.</p> <p><b>Service Charges:</b> N/A.</p> |
| <b>MTData Apps and Support</b> | <p>The core 3<sup>rd</sup> party platform that powers the taxi business</p> | <p>At the Effective Date, TDNA shall cause its affiliate to assign all of its associated contracts to WHC and to assume all obligations under such contracts following the Effective Date.</p> <p>At the Effective Date, WHC shall hire Luke Misgen, app specialist for MTData, and assume ongoing responsibility for the maintenance of this</p>  |

| Item                               | Description  | Services   |
|------------------------------------|--|--|
|                                    |  | <p>application</p> <p><b>Service Period:</b> N/A.</p> <p><b>Service Charges:</b> N/A.</p>  |
| <b>Genesys / ININ Phone System</b> | <p>This is the phone system that powers all of TDNA, and will need to be carved out for all related divestitures.</p> <p>These licenses are “given” to CCSI, the outsourcing call center vendor for both Taxi and SSL. This allows both of those businesses very low commercial charges for the phone center</p> | <p>Following the Effective Date, WHC shall commence the implementation of a replacement system. During this transition period, TDNA shall keep the current system operational until migration is complete and provide resource support for the migration planning and execution of this system.</p> <p><b>Service Period:</b> The period following the Effective Date up to January 20, 2020. [Post 1/20/20 would require full license renewal.]</p> <p><b>Service Charges:</b> \$8,950 per month.</p> |
| <b>Field Mobile Devices</b>        | <p>Taxi field ops use mobile devices which ride on a Transdev agreement, and a private network which allows access to the back-end MTData system</p>   | <p>Following the Effective Date, TDNA shall provide WHC with the ability to access this network until WHC can secure its own relationship with the carrier and establish access. TDNA will provide resources and support for this transition.</p> <p><b>Service Period:</b> 90 days following the Effective Date.</p> <p><b>Service Charges:</b> N/A.</p>  |
| <b>Office 365</b>                  | <p>All Taxi employees ride on the Transdev Group Microsoft Suite for office 365, outlook email, and</p>  | <p>Following the Effective Date, WHC shall procure its own Office 365 licensing and email solutions.</p>   |

| Item                              | Description  | Services   |
|-----------------------------------|--|--|
|                                   | PowerBI  | <p><b>Service Period:</b> Up to 120 days following the Effective Date.</p> <p><b>Service Charges:</b></p> <ol style="list-style-type: none"> <li>1. No charge during the 120-day period following the Effective Date.</li> <li>2. \$9 per month per user for any month following the 120-day period.</li> </ol>  |
| <b>Google / Sada Systems Data</b> | Today, Taxi's applications use Google data for location services information to power their apps | <p>Following the Effective Date, (1) Transdev shall provide continued access through the end of the agreement with Sada Systems (reseller of the Google) and charge WHC costs at actual (pass-through), and (2) WHC shall secure its own contract for the Google data used in the application environment.</p> <p>WHC requires verification of the contract specs and termination date. TDNA will need UDI to release the zTrip app ID and key, and full Google account control of the zTrip app to WHC. The technical teams should verify the specifics of this issue ASAP.</p> <p>Doug Allison and Luke Misgen are working together to define the process steps to release the app ID and key for both iOS and Android.</p> <p><b>Service Period:</b> From the Effective Date to September 20, 2019, the expiration date of the agreement with Sada Systems.</p> |

| Item                                     | Description  | Services   |
|--|--|--|
|  |  | <p><b>Service Charges:</b> \$3,047 per month.</p>  |
| <p><b>Telco / Site Data Circuits</b></p> | <p>Each taxi location has a data circuit for internet connectivity to back end systems, internet, and in support of the phone system</p> | <p>The parties will work with the various carriers (Sprint, Mettel, Rise, Century Link) to carve out data circuits and create separate billing directly between carriers and WHC.</p> <p>TDNA resources will assist WHC between now and the Effective Date to establish the proper connectivity solution for WHC on a stand-alone basis, with the goal of being ready coterminous with the taxi sale. If this is not possible, i.e. the timing goes beyond the Effective, TDNA will continue to provide the infrastructure and charge WHC actual/passthrough costs until the cutover is complete. In no event will there be a termination of the circuits until alternative circuits are in place and tested.</p> <p><b>Service Period:</b> 90 days following the Effective Date, provided in no event shall this period exceed six (6) months.</p> <p><b>Service Charges:</b> See supporting schedule of monthly fees attached hereto, to be paid by WHC.</p> |
| <p><b>RTA Maintenance System</b></p>     | <p>Currently, Taxi used the 'B2C' instance of the RTA cloud-based maintenance system that is licensed by Transdev</p>                    | <p>TDNA will provide WHC ongoing usage and access to RTA for a period of up to 6 months following the Effective Date.</p> <p><b>Service Period:</b> Up to 6 months following the Effective Date.</p>   |

| Item   | Description   | Services   |
|--|---|--|
| <p><b>Safety and Training E-Learning</b></p> | <p>WCH has requested continued access to the Safety &amp; Training E-Learning Modules</p> | <p><b>Service Charges:</b> N/A.</p> <p>TDNA will, for a period of up to 12 months following the Effective Date, provide ongoing access to the learning management system and related courses which reside in the “B2C” section of the TDNA system.</p> <p>WHC will be required to identify local staff (one to many resources) to act as administrators, and perform functions associated with training such as: access control, reporting, etc. TDNA will provide education / training to those resources.</p> <p>For any non-TDNA generated content in the system, such as those provided by external vendors at a cost, WHC will be required to coordinate with those vendors if that content has a) expired and b) is desired to be used by WHC. TDNA will provide support in loading the content in to the platform, but WHC will maintain vendor relationships and directly pay vendors for the cost of the content.</p> <p>Transdev will provide all currently owned/internally developed content to WHC in its current native format.</p> <p><b>Service Period:</b> Up to 12 months following the Effective Date.</p> <p><b>Service Charges:</b> N/A</p> |

## SCHEDULE B

### Claims Handling Schedule

For the purposes of this Schedule B to the Services Agreement, and except as otherwise defined in the Services Agreement, all capitalized terms used herein shall have the meanings defined in the Purchase Agreements. For the avoidance of doubt, any (a) consulting services provided pursuant to paragraph 6 below shall be provided at no cost to TOD, and (b) the term pursuant to which these services shall be provided shall be the Claims Period, as set forth in Section 2.3 of this Services Agreement.

The parties agree that Pre-Closing Claims shall be handled during the Claims Period in the following manner:

1. ICM will complete the intake of all new Pre-Closing Claims arising in Florida, Kansas City, Maryland and Colorado following the Closing, and administer all existing Pre-Closing Claims in FileHandler.
2. ICM will assume, and continue to administer, any existing Pre-Closing Claims through conclusion.
3. ICM will be responsible for reporting directly to Beth Eddinger on a monthly basis, together with providing Ms. Eddinger with an updated legal log. In all events, Beth Eddinger shall have oversight over all Pre-Closing Claims.
4. ICM will provide periodic open legal claim phone reviews, or as need dictates.
5. ICM will seek reserve/settlement authority from Beth Eddinger for claims potentially above state minimum insurance limits in Kansas City, or above \$50,000 in Colorado and Florida.
6. WHC, or its authorized designee (i.e., Bill George and other employees of WHC or its director or indirect subsidiaries), acting on behalf of WHC, shall act as consultant when requested by a representative of TOD, on any Pre-Closing Claims that have potential settlement or verdict value exceeding state limits in Kansas City, Colorado and Florida.
7. All litigated Pre-Closing Claims that exist prior to Closing shall be handled exclusively by ICM, which shall include proper attorney assignment made by ICM. To the extent practicable, assigned attorneys will be asked to provide regular reports (90 – 120 days) with documentation that provides investigation updates, claims/damages being asserted, a legal calendar, and potential settlement/verdict values.

8. Beth Edinger shall be copied on all attorney reporting, and all such legal reports and documents shall be stored in the legal section of the file in FileHandler.

9. Beth Edinger and TOD's legal department shall have final decision making authority with respect to all Pre-Closing Claims.

10. All Pre-Closing Claims shall be handled, evaluated and settled within the structure of TOD's Authority matrix and Risk Committee Protocols existing as of the date of the Services Agreement and as the same may exist from time to time hereafter.

**AFFILIATE AGREEMENT  
FOR  
SUPERSHUTTLE SHARED-RIDE AND EXECUCAR TRANSPORTATION SERVICES**

This **AFFILIATE AGREEMENT** (this "Agreement") is entered into this \_\_\_\_\_ day of June, 2019 (the "Effective Date"), by and between SuperShuttle International, Inc., a Delaware corporation doing business as "SuperShuttle", its successors or assigns (collectively, the "Company"), and the following entity, its subsidiary and affiliates (collectively, the "Affiliate").

Affiliate Name: WHC PA, LLC  
Address: 1300 Lydia Ave., Kansas City, MO 64106  
Entity Type: a Pennsylvania LLC  
Federal Tax ID No: [ ]  
Phone Number: 816-777-1111  
Email Address: wmgeorge@kctg.com  
Service Area: As defined in Schedule A

**WHEREAS**, Affiliate is the owner and operator of a large travel-related services business in the Pittsburgh metro area engaged in various travel related businesses, including limousine, shared ride, car rental and taxi services, chartered motor coach services, and destination management services; and

**WHEREAS**, the Company is in the business of and has developed and owns a unique system of transportation services which the Company continues to develop and refine, including without limitation, a demand responsive and/or scheduled airport shuttle system, providing shared-ride transportation to passengers traveling to and from specific metropolitan airports and destinations within the general markets surrounding those airports, as well as other transportation related services, including, a software and web-based, reservation and booking, dispatch and billing and collection system (the "System"); and,

**WHEREAS**, the Company owns certain trademarks which it will license to the Affiliate for its use pursuant to this Agreement and which may be modified, added to, deleted or changed from time to time (the "Marks"), and the Company may use distinctive uniforms and other aspects of the System including, without limitation, certain colors associated with SuperShuttle commercial symbols which appear on SuperShuttle vehicles and are otherwise used in connection with businesses operated under the System, to create a distinctive visual impression ("Trade Dress");

**WHEREAS**, the Affiliate is engaged in the business of performing local shared-ride and direct ground transportation services and represents to the Company that it is able to perform the Services (as defined below) under such certificates, permits, and licenses as may be required by any governmental or municipal entity having authority over Affiliate and in compliance with all applicable laws, rules, regulations, and other governmental requirements; and,

**WHEREAS**, the Affiliate is willing to be engaged by the Company as an independent contractor to provide such service to customers of the Company, utilizing Affiliate's own vehicles, professional skills and training in providing the Services.

NOW, THEREFORE, the parties agree as follows:

1. **LICENSE**

1.1 **Grant of License.** Subject to the terms and conditions of this Agreement, the Company hereby grants to Affiliate an exclusive, non-transferable right and license (the "License") to: (a) identify itself as an affiliate and independent contractor of the Company in the designated service area described in Schedule A of this Agreement (the "Service Area"); and, (b) use the Marks (i) on the Affiliate Vehicles, (ii) on the badges and uniforms used by Affiliate's employees and operators, (iii) on Affiliate's business cards, and (iv) in connection with the use by Affiliate of such advertising materials and sales aids as may be furnished to Affiliate by the Company hereunder, in each case solely in connection with Affiliate's performance of the Services hereunder.

Affiliate's right to use the Marks shall be limited to use in connection with the System. The currently existing Marks licensed under this Agreement are described in Schedule B hereto. Affiliate shall, at its sole cost and expense, comply with the requirements of the trademark usage detailed in Schedule B.

1.2 **Term.** The term of this Agreement shall be for three (3) years, commencing from the Effective Date of this Agreement (the "Term"), unless extended by mutual written agreement of the parties or earlier terminated in accordance with Section 3.1 below.

1.3 **Provision of Services.** The Affiliate shall provide shared-ride and/or direct executive-type transportation services to customers of the Company within the Service Area pursuant to the System and in accordance with the terms and conditions of this Agreement (the "Services").

1.4 **Manner of Performance.** Subject to the terms and conditions of this Agreement, the manner and means by which Affiliate performs the Services shall be at the Affiliate's discretion and control and are the sole responsibility of the Affiliate, provided that the Services are performed in a manner satisfactory to the Company's customers and consistent with applicable laws, regulations and permits, and are otherwise of a high-quality, safe, efficient, reliable and of a professional nature. Subject to the terms and conditions of this Agreement, Affiliate shall have the sole right to determine all aspects of its performance or its obligations under this Agreement, including (a) the selection and supervision of Affiliate's operators; (b) the number of Vehicles (as defined below) used by Affiliate in providing the Services; and (c) the routing of such Vehicles in the Service Areas.

1.5 **Availability of Affiliate.** Affiliate shall determine the hours and days that Affiliate will be available to provide the Services which shall be as set forth in Schedule A. Affiliate agrees to be available to accept requests by the Company for the Services at all times during the hours and days set forth in Schedule A, provided that Affiliate may, upon six (6) hour advance notice issue a "stop book" notification when circumstances indicate that Affiliate will be "sold out" for a stated period. Multiple failures to provide any Service accepted by Affiliate as identified in schedule A, or to provide adequate "stop book" notice shall be cause for the Company to take action up to and including termination of this Agreement.

1.6 **Affiliate's Service Providers/Operators.** Affiliate asserts that it shall be solely responsible for determining, providing, and assigning a sufficient number of operators to provide the Services in a courteous, efficient, expeditious, reliable, safe, and secure manner, and in all cases in accordance with the requirements of this Agreement.

1.7. **Company's Rights to Audit Compliance.** The Company will monitor and audit the Services and the Affiliate's performance of customer service and safety performance through customer feedback, end-of-trip customer surveys, and customer complaints through its Customer Care Operations Centers. Company agrees to share this feedback and data with Affiliate as necessary to assist the Affiliate in improving its provision of the Services. Affiliate understands that if not timely cured, then poor safety and customer service results could result in termination of this Agreement.

## 2. **USE OF MARKS**

2.1 **Validity and Use of Marks.** Affiliate hereby acknowledges that the Marks are valid trademarks owned solely by the Company and that only the Company and its designated affiliates, licensees or franchisees shall have the right to use the Marks. Affiliate will use the Marks only so long as the license granted by this Affiliate Agreement remains in force, and only in connection with the conduct of the SuperShuttle Business. Affiliate acknowledges that its right to use the Marks is derived solely from, and subject to, the terms and conditions of this Affiliate Agreement. Affiliate shall not use the Marks or any similar name or mark or any abbreviation thereof as part of the name of Affiliate or any entity it forms. Affiliate agrees that upon expiration or termination of this Affiliate Agreement for any cause whatsoever, its rights to use the Marks shall terminate. Affiliate will not, either during or after the term of this Affiliate Agreement, do anything, either directly or indirectly, or aid or assist any other party to do anything, either directly or indirectly, which would infringe upon, harm, or contest the rights of the Company in any of the Marks, in any confusingly similar marks or in any other mark or name which incorporates the name "SuperShuttle".

2.2 **Disclosure to the Public.** With respect to each use by the Affiliate of the Marks, the Affiliate shall conspicuously disclose that it is an independent contractor and an affiliate of the Company. The Affiliate shall under no circumstances portray itself as a division, subsidiary, agent, joint employer, or joint venturer of or with the Company, as or being in any relationship other than that of independent contractor and affiliate of the Company.

2.3 **Reservation; Good Will.** Affiliate acknowledges and agrees that the Company owns all right, title, and interest in and to the Marks and all goodwill associated therewith. Affiliate shall not contest, or assist anyone else in contesting, the Company's ownership of the Marks. All goodwill generated by the Affiliate's use of the Marks shall inure to the Company.

2.4 **Confidential Information.** Affiliate hereby acknowledges that all proprietary rights in and to Marks, the System and the methods of operations employed by Company and all material and information relating to such proprietary rights now or hereafter revealed to Affiliate under this Affiliate Agreement are solely owned by Company. Affiliate further acknowledges (1) that the methods of operations and all material and information relating

thereto which are not generally known in the trade including, without limitation, any software owned by the Company, constitute trade secrets and confidential and proprietary information of Company which derive independent economic value, actual or potential, from not being generally known in the trade, (2) that they are revealed to Affiliate in confidence, solely to protect the value of the System and the Marks by assuring the quality control of Affiliate's operations, and (3) that Company has taken efforts to maintain their secrecy. Such trade secrets and confidential information may include, but are not limited to, training, operating and policy manuals, sales promotion aids, maintenance schedules, accounting, inventory and cashiering procedures and systems and reservations and dispatch procedures and systems, and the software therefore, marketing reports and informational bulletins actually provided to Affiliate. During and after the Term, Affiliate, its officers, directors, stockholders, employees, agents and other representatives shall not (i) reveal any of such trade secrets or confidential or proprietary information to any other person or entity, nor (ii) use any of such trade secrets and confidential and proprietary information in connection with any business or venture in which it has a direct or indirect interest, whether as a proprietor, partner, joint venturer, stockholder, officer, director, or in any other capacity whatsoever, other than in connection with the operation of the Services and the License granted hereunder, nor (iii) do any acts prejudicial or injurious to the goodwill of the Company.

### 3. TERMINATION

3.1 Termination of Agreement. This Agreement may be terminated as follows:

(i) by the Company, for any reason or no reason at all, and without penalty, upon a ninety 90 day written notice to the Affiliate;

(ii) by the Affiliate, for any reason or no reason at all, and without penalty, upon one hundred and twenty (120) days written notice to the Company; provided that in the case of such termination, Affiliate shall be required to provide for, at its cost, any Services booked by customers of the Company up through the date of termination; or

(iii) by either party upon the breach of this Agreement by the other party which breach has not been cured within ten (10) days of written notice from the non-breaching party to the other specifying the nature of the breach.

### 3.2 Effect of Termination

3.2.1 Return of Materials. On or before the effective date of any termination or expiration of this Agreement, or earlier if requested by the Company at any time, Affiliate shall immediately deliver to the Company (and shall not keep in Affiliate's possession or deliver to anyone else) all confidential or proprietary information (as defined in Section 2.4 above) of the Company (including any copies or summaries thereof) then in Affiliate's possession or control.

3.2.2 Cease Use of "SuperShuttle" and other Marks. Upon termination of this Agreement, or on such earlier date as Company may specify, the License and other rights granted to Affiliate hereunder shall be immediately terminated, at which time Affiliate

shall discontinue immediately all use of Marks, remove the Marks, at Affiliate's sole cost and expense, from all the Vehicles (including by repainting Vehicles if necessary), and any signs and other displays of Affiliate, as necessary.

4. **VEHICLES USED BY AFFILIATE**

4.1 **Affiliate Vehicles.** Affiliate, at its sole cost and expense, shall furnish vehicles which are in good working condition, specified under this Agreement and necessary for Affiliate to perform the Services hereunder (the "Vehicles"). Affiliate shall ensure that each Vehicle is driven in such a manner that complies with all local traffic laws and regulations, and will provide maximum safety to the Vehicle operator, Company customers, and the general public. Affiliate shall not permit any Vehicle that is operated with a Mark to be used other than in connection with Affiliate's performance of the Services. No Vehicle may be used by Affiliate that is substandard to the specifications set forth in Section 4.3.

4.1.1 Affiliate agrees that the Vehicles must at all times be in first class mechanical condition and appearance, inside and out, clean and free of body damage, and in all cases in accordance with manufacturer's recommended maintenance practices. The Vehicles (including any substitute Vehicles) shall be properly licensed to provide the Services in every jurisdiction in which the Services are provided by Affiliate.

4.2 **Responsibility for Vehicles.** With respect to each Vehicle, Affiliate shall be solely responsible for (a) procuring necessary titling, licensing, permits, and registration, (b) obtaining appropriate insurance coverage (including the insurance coverages required under this Agreement), and (c) bearing all other costs and expenses relating to the Vehicles (including any payment or forfeiture of fines, penalties, or fees relating to moving or traffic violations).

4.3 **Type and Appearance of Affiliate Vehicles.** Subject to Section 4.4, Affiliate shall in providing the Services only utilize the Vehicles specified in Schedule C. Changes in the number and type of Vehicles listed in Schedule C shall be subject to written approval of the Company. The use of Marks on Vehicles and other branding standards shall be in accordance with Schedule B.

4.4 **Retirement of Vehicles.**

4.4.1 Affiliate's Vehicles shall be less than five (5) years old or 450,000 miles (whichever occurs first). Upon request from Affiliate, Company may approve an additional model year and/or reasonable additional mileage. Company's approval may not be unreasonably withheld.

4.4.2 If Affiliate retires or otherwise cease to use any Affiliate Vehicle bearing a Mark, Affiliate shall immediately remove all Marks from such Affiliate Vehicle (including by repainting such Affiliate Vehicle as necessary).

5. **NON-EXCLUSIVE ARRANGEMENT.**

Nothing in this Agreement shall prevent Affiliate from performing any related services similar to the Services for any other person or entity, however, in no event shall Affiliate (a) provide related services to the Company's direct competitors in regional or nationwide shared-ride transportation without the Company's prior written authorization or (b) provide such related services to a third party in a manner that in any way utilizes the Company's Mark(s), (for example, by having Affiliate's operators perform such related services while wearing a uniform with a Mark or using a Vehicle with a Mark). The foregoing notwithstanding, Affiliate's operation of the following business brands shall not be considered as Company's competitors for purposes of this Agreement: zTrip.

Affiliate acknowledges and agrees that the Company has not agreed to provide Affiliate with any particular quantity of customers or reservations hereunder and has not guaranteed to Affiliate any minimum level of revenue for performing the Services.

## 6. RESERVATIONS SYSTEM

Affiliate acknowledges that Company has developed a proprietary central reservations system, as part of the System, which includes Company's proprietary custom designed software, a call center, a mobile application, driver cashing system and an Internet web site (the "Reservation System"). Affiliate understands and acknowledges that access to, integration of its operations and systems with, and use of the Reservation System is a material and essential consideration for entering into this Agreement. The Company may update and modify the Reservation System from time-to-time, and the Affiliate agrees, as a condition of this Agreement, at its cost, to upgrade and integrate its operations and systems as necessary to accommodate continued efficient and cost effective access and use of the Reservation System. Affiliate shall, also as appropriate, at its cost, contract with a local IT support provider to troubleshoot and correct any problems associated with Affiliate's integration with, access to and use of the Reservation System.

## 7. COMMUNICATION EQUIPMENT

Affiliate will equip its Vehicles and its operators providing Services under this Affiliate Agreement, at its costs, whether new or used, with two-way communication and dispatch equipment, including without limitation, access to the SuperShuttle Driver App, cells phones and tablets, which will permit two-way communication between the Vehicles and the Affiliate's operations, and if applicable, the Company's Reservation System. Affiliate shall, also as appropriate, at its cost, contract with a local IT support provider to troubleshoot and correct any problems associated with Affiliate's integration with, access to and use of the Reservation System.

## 8. REVENUES; PAYMENTS.

### 8.1 Fees and Payments.

Subject to adjustment pursuant to Section 8.2, during the Term of this Affiliate Agreement, the form, method and timing of any payments, credits, offsets or any reconciliation of payments and/or credits for services provided pursuant to this Agreement shall be as set forth in Schedule E (the "Fees").

8.2 Cost of Living Adjustment; Other Adjustment.

The Fees may be adjusted annually based on the Consumer Price Index - Transportation ("CPI") applicable to the Service Area, published by the United States Department of Labor, Bureau of Labor Statistics for the prior calendar year, starting on January 1, 2020 and annually thereafter. In no case shall the Fees be less than the amounts set forth in Schedule E.

9. BRAND STANDARDS AND MARKETING. Affiliate may use the Marks and Trade Dress to brand any point of sale locations that Affiliate operates and shall notify Company of such locations (i.e. airport ticket counters, booths and signage). Company will create and provide, at Affiliate's cost, approved artwork for any necessary signage and branding which Affiliate will be authorized to use as necessary, including, without limitation, on Affiliate's web page, videos or printing materials. Affiliate is strictly prohibited from using any signing and branding other than as approved in writing in advance by Company. Company reserves the right to inspect Affiliate's locations at any time, during regular business hours, to ensure compliance with the terms of this Agreement. Affiliate shall participate in Company's marketing program discounts and commissions to third party leisure and corporate accounts and Affiliate will be included in Company's national marketing efforts, as detailed in Schedule D hereto.

10. COMPANY'S CUSTOMERS.

Affiliate understands and agrees that any and all customers serviced by Affiliate pursuant to this Agreement or introduced to Affiliate by the Company are solely the customers of the Company (the "Customers"). Affiliate shall not at any time during the Term or for a period of one (1) year following the termination or expiration of this Agreement provide its services or offer its services or the services of others to the Customers, except through referral by, or as customers of, the Company. Affiliate agrees that the Customers may not be contacted except through the Company, provided that Affiliate may contact the Customers as may be necessary for the actual performance of the Services hereunder.

The parties understand and agree that the identities of the Customers disclosed to Affiliate in the course of the performance of this Agreement constitute the disclosure of valuable proprietary and confidential information belonging to the Company. Accordingly, Affiliate covenants and agrees on behalf of Affiliate, its operators, independent contractors, employees and agents, not to disclose such information at any time to any other person, firm or entity, except as may be necessary in the performance of the Services or as may be required by law. Company shall have the right to enforce the provisions of this paragraph by seeking monetary damages and/or injunctive and other relief, as well as the recovery of all costs of enforcement, including reasonable attorneys' fees, in the event of its breach by the Affiliate, its operators, independent contractors, employees or agents.

Company agrees to develop, promote and market the Services to the Customers and to use its reasonable business efforts to dispatch its business to Affiliate. In turn, Affiliate agrees to dispatch the Vehicles in order to properly serve the Customers.

Affiliate shall make a good faith effort to resolve service issues and/or customer complaints in a timely and professional manner. In the event of an irresolvable issue, Affiliate shall accept a concession equal to the concession made by Company to the Customer.

Notwithstanding the preceding, it is understood that Affiliate currently operates a large-scale service in the defined territory and has significant brand awareness under the currently operated services identified in Section 5. Nothing in this Agreement is intended to create an obligation for Affiliate to remit fees to the Company for the established revenue generated from Affiliate's other operations.

## 11. INDEMNIFICATION AND INSURANCE; REPORTING OF INCIDENTS.

11.1 Company does not provide any motor vehicle liability or other insurance coverage for Affiliate's operations or operation of the Vehicles, or the provision by Affiliate of the Services. Affiliate covenants and agrees to purchase and maintain or ensure that their independent contractor operators purchase and maintain at all times during the Term of this Affiliate Agreement motor vehicle liability insurance in amounts and with all provisions required by applicable law; provided, however, that in no case shall the amount of insurance coverage be less than the following:

(i) Commercial General Liability insurance to include Premises/Completed Operations, Contractual, Personal Injury liability and Independent Affiliates with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate;

(ii) Automobile Liability coverage to include owned, non-owned and hired vehicles, with a minimum combined single limit of \$1,000,000 per occurrence; and

Automobile Liability coverage to include owned, non-owned and hired vehicles, with a minimum combined single limit of \$1,500,000 for vehicles manufactured for over 16 passengers, per occurrence

(iii) Workers' Compensation - state statutory limits with a minimum of \$500,000 Employers Liability or similar Occupation Accident.

Automobile Liability and Commercial General Liability policies shall name SuperShuttle International, Inc., Transdev on Demand, Inc., Transdev North America, Inc. and their respective affiliates and subsidiaries as additional insureds. All policies shall be primary and non-contributory and include a waiver of subrogation in favor of SuperShuttle International, Inc., its affiliates and subsidiaries. All policies shall contain a provision requiring the insurance carrier to give notice of modification, cancellation or non-renewal to the Company to the same extent as provided to the Affiliate. The Affiliate must produce a certificate of insurance prior to the beginning of Service. All insurance companies must possess an A.M. Best Rating of A VII or higher.

11.2 Affiliate and any operator of the Vehicles shall report to the Company any accident, injury, other incident, or claim sustained while providing the Services, or otherwise operating a Vehicle, immediately upon occurrence, but in no event later than the next business day, and shall fully cooperate as requested by Company in its investigation and defense, if any, of the same. Failure on the part of the Affiliate and operator of the Vehicle to personally report and

cooperate as provided herein above shall constitute a breach by the Affiliate of this Agreement and Affiliate shall assume all liability to the Company for all claims, losses or damages to the Company that may result from the accident, injury, other incident or claim.

11.3 Affiliate shall be solely responsible for all aspects of the operation of the Vehicles, including without limitation, the manner, methods and means of operation of the Vehicles, the days, hours and locations of operations, and the maintenance, repair and mechanical condition of the Vehicles. Affiliate assumes all risk of property damage or personal injury arising from the use of the Vehicles. Affiliate warrants the safe, courteous and clean operation of the Vehicles at all times during the Term. Affiliate shall be solely responsible for any and all tickets, towing charges, and civil and criminal fines or assessments imposed upon the use or operation of the Vehicles or the conduct of Affiliate's business.

11.4 Affiliate and its respective affiliates and associates, officers, directors, shareholders, partners, members, agents, representatives and assignees (collectively, the "Indemnifying Parties") shall, during the Term and after the termination or expiration of this Agreement, protect, defend, indemnify and hold Company, its owners, affiliates and subsidiaries and their respective officers, directors, owners, employees, agents and representatives harmless against any and all liability for all claims of every kind or nature arising in any way out of or relating to the Indemnifying Parties' acts or omissions including without limitation, its provision of the Services pursuant to the Affiliate Agreement, its representations and warranties in this Agreement and the matters addressed in Section 15.6 below. For purposes of this indemnification, "claims" means and includes all obligations, actual and consequential damages, losses, claims, causes of action, fines, penalties, assessments by a third party (including customers, regulators and governmental authorities), liabilities, losses, lost profits, demands, liens, reckonings, accounts and costs (including, without limitation, reasonable attorneys' fees and legal costs). The Indemnifying Parties' liability pursuant to this Section 11.4 shall not be limited in any way by the insurance coverages and limits specified in Section 11.1

12. **AFFILIATE'S OPERATORS.** Affiliate shall be solely responsible for the selection, oversight, control and termination of any operators of the Vehicles, whether employees, agents, independent contractors, lessees or other permitted users, subject only to the following:

12.1 All approved operators of the Vehicles shall be properly licensed and insured as provided in Section 11.1 for the use of the Vehicles, shall have good and safe driving records, shall be experienced and skilled in the shared-ride transportation business, and shall have a good geographical knowledge of the Service Area. Any and all of Affiliate's operators shall be dressed and conduct themselves in a manner consistent with the profession, industry standards and customer expectations. When necessary, Affiliate's operators shall be provided training in safety (e.g., completion of defensive driver training) and customer service.

12.2 All approved operators shall comply with the following appearance requirements:

- (a) Conservative attire
- (b) Conservative hairstyle and/or facial hair.

12.3 In order to maintain the goodwill associated with the Company and the Marks, Affiliate warrants that all operators of the Vehicles shall be safe, knowledgeable, and courteous operators, and shall be familiar with and adhere to all laws and regulations governing the operation of a vehicle in all jurisdictions in which the vehicle is operated, and all terms and provisions of this Agreement. Failure on the part of Affiliate or any operator of the Vehicles to adhere to any of the foregoing shall constitute a breach of this Agreement.

12.4 All obligations of the Affiliate set forth in this Agreement shall be applicable, as appropriate, to each and every one of Affiliate's operators and Affiliate agrees to ensure full compliance from all of its operators at all time with the terms of this Agreement. Any breach of this Agreement by an operator of the Affiliate shall constitute a breach of this Agreement by Affiliate.

13. **BREACH**. Except as provided in Section 1.5, in the event Affiliate (or an operator of Affiliate) fails to perform the Services to the reasonable satisfaction of Company, Company may terminate this Agreement immediately in the event that Affiliate fails to cure a breach in accordance with Section 3.1(iii) providing written notice to Affiliate. In the event Company is required to initiate legal process to enforce any aspect of this Agreement, the Affiliate shall be liable for all of the Company's costs incurred, including reasonable attorneys' fees and court costs.

14. **FORCE MAJEURE**. In the event of a strike, lockout or labor controversy, earthquakes, hurricanes, tornadoes, severe weather, civil riot, terrorism, or the entry of any injunction or the happening of any event beyond the control of Company which results in the inability of Company to operate or to provide the services contemplated by this Agreement, there shall be no obligation on the part of Company to operate or to provide such services during the period when Company is unable to do so. Affiliate hereby waives any right to claim either actual or punitive damages against Company as the result of Affiliate's inability to conduct business or Company's inability to operate or provide services during such period.

15. **MISCELLANEOUS**.

15.1 This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and permitted assigns of the parties, as the case may be; provided, however, the obligations hereunder of each party to the other are personal and may not be assigned by either party without the express written consent of the other party. The Affiliate may not sublicense the use of the Marks or any of its rights under this Agreement.

15.2 This Agreement shall be interpreted according to the laws of the State of Arizona, without regard to the choice or conflicts of law provisions of any jurisdiction, and any dispute, actions, claims or causes of action arising out of or in connection with this Agreement or the Services provided hereunder shall be subject to the exclusive jurisdiction of the state and federal courts of the State of Arizona.

15.3 Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service, registered or certified mail, with return receipt requested, addressed to the party as follows:

To Company at:  
SuperShuttle International, Inc.  
14500 North Northsight Blvd. Suite 329  
Scottsdale, Arizona 85260  
480-609-3000  
Attn: David Bird

To the Affiliate at:  
WHC PA, LLC  
1300 Lydia Ave.  
Kansas City, MO 64106  
816-777-1111  
Attn: Bill George

15.4 This Agreement constitutes the entire agreement between Company and Affiliate with respect to the subject matters of this Agreement. There are no representations, warranties, agreements or understandings not set forth therein. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of Company, or by any written documents unless it is signed by an officer of Company and Affiliate. If any part of this Agreement is held to be unenforceable or invalid, the enforceability and validity of the rest of this Agreement shall not be affected thereby. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

15.5 Company makes no guarantees, warranties, or representations as to the actions or conduct of any Customers. Responsibility for the decisions Affiliate makes regarding Services offered rests solely with Affiliate. Company does not screen or otherwise evaluate potential Customers who may request transportation through the Reservation System.

15.6 The parties acknowledge and agree that no joint venture, partnership, employment or agency relationship exists between the Affiliate or its operators and Company or any third party provider as a result of this Agreement. Affiliate acknowledges and agrees that it has no authority to bind Company and undertakes not to hold itself out and to ensure that Affiliate's participating operators do not hold themselves out, as an employee, agent or authorized representative of Company. Affiliate agrees to indemnify, defend and hold the Company harmless from and against any claims by any person or entity based on such claimed relationship. Affiliate recognizes that it is an independent business entity and that neither Affiliate nor any of its drivers, independent contractors or employees are employees of the Company within the meaning of applicable local, state and federal laws relating to unemployment compensation, worker's compensation, social security employment, withholding taxes, labor relations and employment practices, and any other statutes, regulations or rules of law affecting or controlling employer employee relations. Affiliate shall be solely responsible for the payment of any and all taxes and assessments that may be imposed on the earnings of Affiliate or its drivers, independent contractors and employees, and hereby indemnifies and holds Company harmless with respect to any claims thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Witness or Attest:

\_\_\_\_\_

Witness or Attest:

\_\_\_\_\_

SuperShuttle International, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

WHC PA, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

**SERVICE AREA**

Airports: Pittsburgh International Airport and any other airports within the Pittsburgh area.

Geographic Area: The exclusive right to provide shared-ride passenger transportation services within the metropolitan Pittsburgh area.

**SERVICE TIMES**

Except as noticed as a “stop-book” pursuant to Section 1.5, Affiliate agrees to provide the Services for Customers of the Company during the following days and hours:

**SCHEDULE B**

**MARKS**

Company has registered the following marks on the principal register of the United States Patent and Trademark Office and licensed such Marks to Affiliate for use in providing the Services in accordance with the terms and conditions of the Affiliate Agreement and, in particular, the requirements of Schedule D:

| <b>Registration Number</b> | <b>Description of Mark</b>         | <b>Registration Date</b> | <b>Last Renewal Date</b> |
|----------------------------|------------------------------------|--------------------------|--------------------------|
| 1,422,276                  | SuperShuttle                       | December 23, 1986        | July 31, 2017            |
| 1,629,477                  | Van with Blue & Yellow Color Combo | December 25, 1990        | January 22, 2011         |
| 1,629,481                  | Van with Blue & Yellow Color Combo | December 25, 1990        | January 22, 2011         |
| 2,133,050                  | SuperCab                           | January 27, 1998         | February 15, 2008        |
| 2,133,049                  | SuperSedan                         | January 27, 1998         | February 15, 2008        |
| 2,133,047                  | SuperTaxi                          | January 27, 1998         | February 5, 2008         |
| 2,367,614                  | No More Than 3 Stops               | July 18, 2000            | July 21, 2010            |

**REQUIREMENTS FOR USE OF MARKS AND BRANDING**

The official, Company-approved SuperShuttle decal package – Marks shall be affixed to Affiliate Vehicles and signage as directed by Company representatives within ten (10) days of the Effective Date

Unrelated Advertising on Vehicles - Except with Company's prior written consent (which may be withheld in its sole discretion), Affiliate may not advertise services or products or display or affix signs or decals to the exterior or interior of Vehicles in its fleet other than those required by Company.

SCHEDULE C

VEHICLES

The following vehicle types and/or models are approved for use by Affiliate in providing the Services:

| <u>Vehicle #</u> | <u>License No.</u> | <u>V.I.N.</u> | <u>Model</u> | <u>Mileage</u> |
|------------------|--------------------|---------------|--------------|----------------|
| <u>Or types</u>  |                    |               |              |                |

## SCHEDULE D

### MARKETING PROGRAMS

Affiliate shall receive the following national marketing elements at no additional cost, subject to change should Company modify or select alternate programs or ad buys:

- Airline Loyalty Partner Programs
- In-Flight Magazine Ads
- Database Email Campaigns
- Website Location Page

Affiliate must participate in third party partner and corporate account commission and discount programs as outlined below.

- Standard Third Party Discounts and Commissions Are 10%, However; Can Range From 10% - 15%.
- Web Affiliate and API Partner Commission Structure for Hotel Fares Can Range From 15% - 25%. (certain exceptions may apply as noted in Exhibit E)
- Discounts and Commissions
  - Local Service area discounts or commissions may be implemented via SDS issued discount codes
  - Affiliate may at its discretion offer local discounts or commissions specific to their service area and market via approved collateral or ads.
  - Affiliate must obtain prior written consent and review for any discount process that may negatively impact currently contracted national pricing in effect by SuperShuttle International Corporate Marketing.

Affiliate will be responsible for cost of optional marketing/advertising initiatives as outlined below.

- Local In Market Advertising Campaigns
- In Airport Advertising
- Seasonal Promotions –Collateral and Decals
- Geo Targeted Digital Marketing Campaigns
- Promotional Items and Collateral

Specific Marketing and Advertising Standards and Requirements Applicable to Affiliate Agreements

1

- Collateral Sales Material
  - Affiliate must utilize corporate approved collateral materials, when marketing its SuperShuttle business or obtain prior written consent and review of SuperShuttle Marketing team advertisement of products and pricing directly related to Affiliate's operation of its SuperShuttle business, including, but not limited to, rate cards and any graphics used on such collateral sales material.
- Email Marketing
  - Local and national Email communications to SuperShuttle data base, must be coordinated through the SuperShuttle Corporate marketing team. Discount or commission offers should not be offered at levels which impact other SuperShuttle markets or other existing national contracts without prior written consent from SuperShuttle corporate marketing director/SVP.
- Social Media
  - Affiliate agrees and acknowledges that Affiliate is obligated to comply with Company's online and social media policy which is subject to change

## SCHEDULE E

### FEES

Subject to Section 8 of the Affiliate Agreement, in consideration of Services provided by Affiliate and for the License and other services provided by Company, the parties agree to make the following payment:

1. Revenue Share agreement – the parties agree to share revenues derived from the performance of Services provided by affiliate on the following percentage basis – 90% to Affiliate/10% to Company

Expedia Bookings - Affiliate will pay \$1.00 US dollar per booking generated by Expedia (a booking is considered each individual confirmation number in the SuperShuttle system generated by Expedia). The Company accounting will invoice Affiliate \$1.00 for all confirmation numbers that were fulfilled reservations performed by Affiliate (serviced bookings on the month). This includes current serviced airports for Amsterdam and future serviced airports from the Affiliate. Affiliate shall pay all invoiced amounts within ten (10) days after receiving the invoice

Additional Fees Related to Credit Card Processing - Affiliate shall pay Company any additional fees charged to Company by financial institutions for credit card processing fees (currently 3%), including all service related chargebacks, with respect to such reservations or trips.

Unless otherwise provided in the Affiliate Agreement, nothing contained in this Schedule shall obligate Affiliate to process Affiliate's locally derived reservations through the Reservation System, or to pay any fees for such local reservations.

Company agrees to make payment to Affiliate for all verifiable base rate revenues and gratuities attributable to the services performed by Affiliate to transport Company's Customers. Company shall forward to Affiliate any optional gratuity that may be paid by Customers at the time of reservation. In turn, Affiliate is required under federal law to forward all such gratuities to the servicing operator/driver who actually transported the Customer.

Affiliate shall provide Company with monthly written schedule of net fares and services. Company shall pay Affiliate per such written schedule within thirty (30) days of receipt of invoice from Affiliate including a detailed explanation of each trip, cost, passenger, and date of travel to reconcile against.

Company reserves the right to adjust Affiliate rates to cover any potential commissions due to third parties in accordance with Schedule D hereto and to cover expenses of airline miles, reservation and credit card costs, as may be necessary from time to time.

# **LIST OF EQUIPMENT TO BE USED**

**12a- Application**

| <b>OWNER: AIRPORT LIMOUSINE SERVICE, INC./OPERATOR: EMBASSY COACH</b> |         |                   |                        |       |  |
|---|---------|-------------------|------------------------|-------|--|
| Description/<br>Seating Capacity                                      | Fleet # | Vehicle #         | Value or<br>Stated Amt | Class |  |
| 2013 CAD/XTS/5  | 56      | 2G61P5S35D9152343 | LM28503                |       |  |
| 2013 CAD/XTS/5  | 57      | 2G61P5S37D9219928 | LM-30751               |       |  |
| 2013 ChevySub/  | 58      | 1GNSKJE79DR189707 | LM28495                |       |  |
| 16 Ford Turtletop/13  | VIP4    | 1FDWS8PM6GKB07950 | BN-02805               |       |  |
| 13 CHRYLSER 300   | ZC1     | 2C3CCAAG6DH707759 | LM-29257               |       |  |
| 13 CHRYLSER 300   | ZC2     | 2C3CCAAG9DH626304 | LM-29258               |       |  |
| 14 CHRYLSER 300   | ZC4     | 2C3CCAAG6EH127526 | LM-29260               |       |  |
| 14 CHRYLSER 300   | ZC6     | 2C3CCAAG6EH223530 | LM-30752               |       |  |
| 14 CHRYLSER 300   | ZC7     | 2C3CCAAG7EH169817 | LM-29263               |       |  |
| 14 CHRYLSER 300   | ZC8     | 2C3CCAAG4EH127900 | LM-30810               |       |  |
| 14 CHRYLSER 300   | ZC9     | 2C3CCAAG0EH132608 | LM-29315               |       |  |
| 14 CHRYLSER 300   | ZC10    | 2C3CCAAG5EH128120 | LM-29316               |       |  |
| 14 CHRYLSER 300   | ZC11    | 2C3CCAAG4EH132529 | LM-29317               |       |  |
| 14 CHRYLSER 300   | ZC12    | 2C3CCAAG6EH128174 | LM-29318               |       |  |
| 14 CHRYLSER 300   | ZC13    | 2C3CCAAG2EH127524 | LM-29319               |       |  |
| 15 Chevysub/  | ZC14    | 1GNSKJKC9FR664356 | LM-29320               |       |  |
| 15 Chevysub/  | ZC15    | 1GNSCJKC0FR290989 | LM-29321               |       |  |
| 13 CHRYLSER 300   | ZC16    | 2C3CCAAG9DH626948 | LM-29322               |       |  |
| 14 Ford Flex  | ZC19    | 2FMHK6D89EBD04333 | LM-30223               |       |  |
| 2013 Dodge Gr. Cvn  | MVH6    | 2C4RDGBGXDR814134 | BA-69497               |       |  |
| 17 Chevysub/8   | ZC20    | 1GNSKHKC7HR153238 | LM-30493               |       |  |
| 17 Chevysub/8   | ZC21    | 1GNSKHKC8HR194932 | LM-30492               |       |  |
|   |         |                   |                        |       |  |
|   |         |                   |                        |       |  |
|   |         |                   |                        |       |  |
|   |         |                   |                        |       |  |

# **OPERATING AUTHORITY**

**12a- Application**

*LIMOUSINE Rights Transfer from Airport Limousine Service, Inc. to WHC, PA, LLC*

3. Limousine:

-A-00112577 (Folder No. F.5): To transport in Limousine service from points in Allegheny to points in PA and return.

-A-00112577 (Folder No. F.5, Am-A): To transport in Limousine service:

- Between points in Beaver, Butler, Fayette, Washington & Westmoreland to points in Allegheny County and vice versa;
- From points in Beaver, Butler, Fayette, Washington & Westmoreland to Allegheny and vice versa;
- From points in Allegheny County to points in Armstrong, Indiana & Somerset, & return;
- From points in Allegheny and Westmoreland to points in PA & return.

A-00112577 (Folder No. F.5, Am-B): To transport in Limousine service:

- Between points in the County of Allegheny

ALS-6

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION**

IN THE MATTER OF THE APPLICATION OF: A-00112577, F. 5

AIRPORT LIMOUSINE SERVICE, INC., trading and doing business as AIRPORT LIMOUSINE SERVICE AND EMBASSY COACH

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval to operate.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 18th day of September, 1997.

*James F. McNeilly*  
Acting Secretary

DOCUMENT  
FOLDER

DOCKETED  
SEP 19 1997

# PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-00112577, F. 5

AIRPORT LIMOUSINE SERVICE, INC., trading and doing business as AIRPORT LIMOUSINE SERVICE AND EMBASSY COACH

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval to operate.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 18th day of September, 1997.



*James J. McNulty*

Acting Secretary

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265

Public Meeting held May 8, 1997

Commissioners Present:

John M. Quain, Chairman  
Robert K. Bloom, Vice Chairman  
John Hanger  
David W. Rolka  
Nora Mead Brownell

Application of Airport Limousine Service, Inc., t/d/b/a Airport Limousine Service and Embassy Coach, for the transfer of all of the operating right of Riemer's Limousine, Inc., under the certificate of public convenience issued at A-00106562, subject to the same limitations and conditions.

A-00112577  
F. 5

DOCKETED  
MAY 13 1997

Pillar, Mulroy & Ferber by John A. Pillar for the applicant.  
Carlota M. Bohm, Esquire for transferor.

O R D E R

DOCUMENT  
FOLDER

BY THE COMMISSION:

This matter comes before the Commission on an application filed November 12, 1996. Public notice of the application was given in the Pennsylvania Bulletin of March 22, 1997. The unopposed application is certified to the Commission for its decision without oral hearing.

The application for transfer was brought about by transferor filing for bankruptcy protection in the United States District Court for the Western District of Pennsylvania. A Court Order attached to the application directs an order for the sale of transferor's (Riemer's Limousine, Inc.) P.U.C. operating rights to Airport Limousine Service, Inc., t/d/b/a Airport Limousine Service and Embassy Coach (transferee, applicant or Airport Limo). The majority stockholder of Airport Limo is the sole stockholder of The Yellow Cab Company of Pittsburgh.

Applicant currently operates pursuant to P.U.C. authority transporting persons in limousine, call or demand and also has a persons' broker's license and the right to transport

property. The vehicles operated by the applicant include 16 vehicles; some are buses and vans. It also operates six Cadillac Devilles and one Lincoln limousine which are late models. A comprehensive safety and maintenance program is in effect.

Applicant was granted emergency temporary authority to operate transferor's right at Public Meeting of March 13, 1997. A temporary authority application was received February 27, 1997, and concurrently published with the permanent application in the Pennsylvania Bulletin of March 22, 1997. No protests were filed to the temporary authority. The temporary authority application shall be dismissed as moot.

The unaudited balance sheet of the applicant as of September 30, 1996 shows total current assets of \$120,236.97, total assets of \$406,675.92, total liabilities of \$509,518.12 and a total stockholder's equity of \$(97,657.40).

The total consideration for the rights is \$20,000.

A review of the record before us indicates that the applicant possesses the requisite experience and equipment to provide the proposed service.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing need, which may be overcome only by evidence to the contrary. In re: Byerly, 440 Pa. 521 (1970); Hostetter v. Pa. P.U.C., 160 Super. Ct. 94 (1947). Since the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

We find:

1. The applicant is willing and able to provide the service proposed.

2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the transfer application be and is hereby approved and that a certificate be issued granting the following right:

To transport, as a common carrier, persons, in limousine service, from points in the county of Allegheny, to other points in Pennsylvania, and return.

subject to the following general conditions:

1. That the operating authority granted herein, or now held, or subsequently granted to the applicant to the extent that it is duplicative, shall not be construed as conferring more than one operating right.
2. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and/or rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
3. That the applicant record in its Utility Account 1321 - Franchises, the actual cost of such rights recorded by the original holder thereof.
4. That the applicant charge to Account 1341 - Other Intangible Property, any amount of the consideration paid for the rights and going concern value attributable thereto in excess of the amounts recorded under condition(s) 3 above.
5. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any other entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(a)(3) of Title 66, PA C.S.A.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted in this application until the following is submitted to the Commission:

1. Form E evidence of Bodily Injury and Property Damage Liability Insurance.
2. A tariff establishing just and reasonable rates.

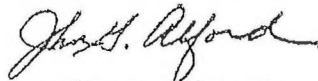
IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

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

IT IS FURTHER ORDERED: That the temporary authority application be dismissed as moot.

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor, Riemer's Limousine, Inc. at A-00106562, be cancelled and the record be marked "CLOSED".

BY THE COMMISSION,



John G. Alford  
Secretary

(SEAL)

ORDER ADOPTED: May 8, 1997

ORDER ENTERED: MAY 13 1997



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

REFER TO OUR FILE

**DOCKETED**  
SEP 18 1997

SEPTEMBER 18, 1997

JA

A-00112577, F. 5

JOHN A PILLAR ESQUIRE  
MULROY & FERBER  
1106 FRICK BUILDING  
PITTSBURGH PA 15219

DOCUMENT  
FOLDER

Application of AIRPORT LIMOUSINE SERVICE, INC., t/d/b/a  
AIRPORT LIMOUSINE SERVICE AND EMBASSY COACH

To Whom It May Concern:

The records of the Commission show that the applicant has complied with the necessary insurance requirements.

Enclosed, is the CERTIFICATE OF PUBLIC CONVENIENCE evidencing the Commission's approval of the right to operate.

Kindly attach the enclosures to the compliance order previously issued and mailed to you.

Very truly yours,

James J. McNulty, Acting Secretary

EMD

AIRPORT LIMO SERVICE INC  
TA AIRPORT LIMO SER & EMBASSY  
3401 FIFTH AVENUE  
NORTH VERSAILLES PA 15137

**DOCKETED**  
SEP 19 1997

Certificate No. A-00112577 F.5,  
and F.5, Am-B

Limousine - Pa. P.U.C. No. 5  
Cancels Limousine - Pa. P.U.C.  
Nos. 2, 3 & 4

Official Filed Tariff

---

AIRPORT LIMOUSINE SERVICE, INC.

*t/d/b/a*

EMBASSY COACH

---

LIMOUSINE TARIFF NAMING RATES, RULES AND REGULATIONS  
GOVERNING THE TRANSPORTATION OF PERSONS IN  
LIMOUSINE SERVICE BETWEEN POINTS IN PENNSYLVANIA

(As Described herein)

---

ISSUED: June 30, 2009

EFFECTIVE: July 1, 2009

ISSUED BY:

James D. Campolongo – President  
1825 Liverpool Street  
Pittsburgh, PA 15233  
(412) 322-9112

RECEIVED

JUN 30 2009

BUREAU OF  
TRANSPORTATION & SAFETY

LIST OF CHANGES MADE BY THIS TARIFF

1. Gratuity percentage has been increased.
2. Rule regarding advance reservations has been changed.
3. Rates have been increased.
4. Amenities included in vehicles have been changed.
5. Types of vehicles available have been changed.
6. Category of user rates added.

OPERATING AUTHORITY

To transport, as a common carrier, persons:

In limousine service between points in Pennsylvania, and

To transport, as a common carrier, persons:

In limousine service between points in the County of Allegheny

## RULES AND REGULATIONS

(C) ITEM 1 - ADVANCE RESERVATIONS

Reservations must be made not less than thirty (30) minutes in advance of desired time of service.

(C) ITEM 2 - HOURLY RATES

Hourly rate are calculated from the time the vehicle leaves the carrier's garage until the time the vehicle returns to carrier's garage, including all waiting time.

ITEM 3 - PAYMENT OF OUT-OF-POCKET EXPENSES

All tolls, parking fees and other out-of-pocket expenses shall be the responsibility of the customer and will be added onto the carrier's charges

(C) ITEM 4 - DRIVER GRATUITY

An eighteen (18%) percent driver gratuity will be assessed in addition to all other published rates and charges.

(C) ITEM 5 - CONTRACT OR CORPORATE/FREQUENT RIDER DISCOUNT RATES

A discount rate will be given to corporations, LLCs; individuals or others who enter into a contract, in advance of service, with the carrier regarding the provision of transportation services for a specified period of time (minimum of one month) and/or for a specific number of hours of transportation services in an agreed period of time.

These rates further apply to any customer enrolled, in writing, in the Frequent Rider Discount Program who uses the company's transportation services on a minimum basis of once per month or twelve (12) times annually.

(C) ITEM 6 - PROMOTIONAL FARES

Upon presentation of stated promotional coupon, carrier will offer rates at a specified discount from the published tariff rates, on dates authorized by the coupon. Advertised coupon will be filed with the Public Utility Commission prior to promotion.

SCHEDULE OF RATES

(C) LUXURY SEDAN

This vehicle is air conditioned, has darkened windows and lighting

|  |              |
|--|--------------|
| First one (1) hour or fraction thereof                   | \$ 55.00 (A) |
| Each additional 1/2 hour or fraction thereof             | 27.50 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour) | 50.00 (C)    |

(C) EXECUTIVE STRETCH LIMOUSINE (6 passenger)

This vehicle has dual bench seating, a VCR, deluxe stereo system, CD player, darkened windows, and privacy partition.

|  |              |
|--|--------------|
| First three (3) hours or fraction thereof                | \$225.00 (A) |
| Each additional 1/2 hour or fraction thereof             | 37.50 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour) | 65.00 (C)    |

(C) BRIDAL LIMOUSINE (6 passenger)

This vehicle has a television, VCR, deluxe stereo system, CD player, darkened windows, dual privacy partition, numerous special bridal decorations. Seat is recessed to accommodate the bride in her wedding gown.

|  |              |
|--|--------------|
| First four (4) hours or fraction thereof                 | \$300.00 (A) |
| Each additional 1/2 hour or fraction thereof             | 37.50 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour) | 65.00 (C)    |

(C) SUPER STRETCH EXECUTIVE LIMOUSINE (8 passenger)

This vehicle has a television, VCR, deluxe stereo system, CD player, darkened windows, dual privacy partition, wrap-around couch seating.

|  |              |
|--|--------------|
| First three (3) hours or fraction thereof                | \$330.00 (A) |
| Each additional 1/2 hour or fraction thereof             | 55.00 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour) | 90.00 (C)    |

(C) SUPER STRETCH BRIDAL LIMOUSINE (8 passenger)

This vehicle has a moon roof, color television, VCR, deluxe stereo system, CD player, darkened windows, dual privacy partitions, wrap-around couch seating.

|  |              |
|--|--------------|
| First four (4) hours or fraction thereof                 | \$440.00 (A) |
| Each additional 1/2 hour or fraction thereof             | 55.00 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour) | 90.00 (C)    |

(C) ULTRA STRETCH EXECUTIVE LIMOUSINE (10 passenger)

This vehicle has a color television, deluxe stereo system, CD player, darkened windows, privacy partition, wrap-around couch seating.

|  |              |
|--|--------------|
| First three (3) hours or fraction thereof                | \$405.00 (A) |
| Each additional 1/2 hour or fraction thereof             | 67.50 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour) | 110.00 (C)   |

SCHEDULE OF RATES (Continued)

|  |              |
|--|--------------|
| (C) <u>ULTRA STRETCH BRIDAL LIMOUSINE</u> (10 passenger)   |              |
| This vehicle has a color television, deluxe stereo system, CD player, darkened windows, numerous special bridal decorations, privacy partition, wraparound couch seating.  |              |
| First four hours or fraction thereof   | \$540.00 (A) |
| Each additional 1/2 hour or fraction thereof   | 67.50 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour)   | 110.00 (C)   |
| <br>   |              |
| (C) <u>LUXURY VAN</u>  |              |
| This vehicle has twin heating and air conditioning systems and a deluxe stereo system.   |              |
| First two (2) hours or fraction thereof  | \$100.00 (A) |
| Each additional 1/2 hour or fraction thereof   | 25.00 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour)   | 75.00 (C)    |
| <br>   |              |
| (C) <u>V.I.P. COACH</u>  |              |
| This vehicle is a fully customized luxury coach, has special interior lighting, deluxe stereo system, CD player, color television, VCR, darkened windows, dual air conditioning system, a beverage center, and writing tables. |              |
| First four (4) hours or fraction thereof   | \$820.00 (A) |
| Each additional 1/2 hour or fraction thereof   | 105.00 (A)   |
| Contract or Corporate/Frequent Rider Discount (per hour)   | 110.00 (C)   |
| <br>   |              |
| (C) <u>EXECUTIVE COMMUTER VAN</u>  |              |
| This vehicle has captain-style leather seating, conference table, special interior lighting, stereo, color television, DVD, raised roof and is air conditioned.  |              |
| First three (3) hours or fraction thereof  | \$225.00 (A) |
| Each additional 1/2 hour or fraction thereof   | 37.50 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour)   | 60.00 (C)    |

(C) Indicates change or addition

(A) Indicates increase in rate



ALS-7

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



IN REPLY PLEASE  
REFER TO OUR FILE

DOCUMENT  
FOLDER

July 18, 2000

A-00112577  
F.5 Am-A

RAY F MIDDLEMAN ESQUIRE  
NORTHRIDGE OFFICE PLAZA  
117 VIP DRIVE  
SUITE 310  
WEXFORD PA 15090

**DOCKETED**  
JUL 20 2000

Application of Airport Limousine Service, Inc.  
t/d/b/a Embassy Coach . . .

To Whom It May Concern:

Please be advised that the tariff requirement has been satisfied in the above  
entitled proceeding and you may now utilize those rights.

Very truly yours,

James J. McNulty,  
Secretary

law

AIRPORT LIMOUSINE SERVICE INC  
T/A AIRPORT LIMO SER & EMBASSY  
36 SOUTH 6<sup>TH</sup> STREET  
PITTSBURGH PA 15203

SRB

A-00112577, Folder 5, Am-A AIRPORT LIMOUSINE SERVICE, INC., t/d/b/a EMBASSY COACH (36 South Sixth Street, Pittsburgh, Allegheny County, PA 15203), inter alia - persons in limousine service, from points in the county of Allegheny, to other points in Pennsylvania, and return: SO AS TO PERMIT the transportation of persons in limousine service: (1) between points in the counties of Beaver, Butler, Fayette, Washington and Westmoreland, and from points in said counties, to points in Allegheny County, and vice versa; (2) from points in Allegheny County to points in the counties of Armstrong, Indiana and Somerset, and return; (3) from points in the counties of Armstrong, Indiana and Somerset, to points in Allegheny County, and return; and (4) from points in the counties of Allegheny and Westmoreland to other points in Pennsylvania, and return; which is to be a transfer of all of the rights authorized under the certificate issued at A-00108361, F. 1, F. 1, Am-A and F. 1, Am-B to Carriage Limousine Services, Inc., subject to the same limitations and conditions. Attorney: Ray F. Middleman, Northridge Office Plaza, 117 VIP Drive, Suite 310, Wexford, PA 15090.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265

Public Meeting held January 12, 2000

Commissioners Present:

John M. Quain, Chairman  
Robert K. Bloom, Vice-Chairman  
Nora Mead Brownell  
Aaron Wilson, Jr.  
Terrance J. Fitzpatrick

Application of Airport Limousine Service, Inc., t/d/b/a Embassy Coach, for the transfer of all of the operating right(s) of Carriage Limousine Services, Inc., under the certificate issued at A-00108361, F. 1, F. 1, Am-A and F. 1, Am-B, subject to the same limitations and conditions.

A-00112577  
F. 5, Am-A

**DOCKETED**  
JAN 18 2000

Malone, Larchuk & Middleman, P.C. by Ray F. Middleman for the applicant.  
Vuono & Gray, L.L.C. by William A. Gray for protestants, Personal Touch Limousine, Inc. and Absolute Limousine Service, Inc.

**DOCUMENT  
ORDER  
FOLDER**

BY THE COMMISSION:

This matter comes before the Commission on an application filed July 29, 1999. Public notice of the application was given in the Pennsylvania Bulletin of September 11, 1999. The application was protested by Personal Touch Limousine, Inc. and Absolute Limousine Service, Inc. Both protests were withdrawn upon reconsideration without restrictive amendment. The now unopposed application is certified to the Commission for its decision without oral hearing.

Applicant currently operates pursuant to a grant of emergency temporary authority (ETA). An application for temporary authority (TA) was filed concurrently with the ETA on September 13, 1999, and published in the Pennsylvania Bulletin of October 16, 1999. A single protest was filed to the TA by Personal Touch Limousine, Inc. The protest was withdrawn upon

reconsideration without restrictive amendment. As the protest for the temporary authority was withdrawn, the temporary authority will be dismissed as moot.

The total consideration for the right(s) and other assets, including real estate and equipment is \$86,150. The right(s) have been assigned a value of \$45,000.

A review of the record before us indicates that the applicant possesses the requisite experience, equipment and financial capacity to provide the proposed service.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing need, which may be overcome only by evidence to the contrary. In re: Byerly, 440 Pa. 521 (1970); Hostetter v. Pa. P.U.C., 160 Super. Ct. 94 (1947). Since the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

We find:

1. The applicant is fit, willing and able to provide the service proposed.
2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public; **THEREFORE,**

**IT IS ORDERED:** That the transfer application be and is hereby approved and that the certificate issued on September 18, 1997, be amended to include the following rights:

To transport, as a common carrier, persons in limousine service:

- (1) between points in the counties of Beaver, Butler, Fayette, Washington and Westmoreland, and from points in said counties, to points in Allegheny County, and vice versa;
- (2) from points in Allegheny County to points in the counties of Armstrong, Indiana and Somerset, and return;
- (3) from points in the counties of Armstrong, Indiana and Somerset, to points in Allegheny County, and return; and
- (4) from points in the counties of Allegheny and Westmoreland to other points in Pennsylvania, and return;

subject to the following general conditions:

1. That the operating authority granted herein, or now held, or subsequently granted to the applicant to the extent that it is duplicative, shall not be construed as conferring more than one operating right.
2. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and/or right(s) to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
3. That the applicant record in its Utility Account 1321 - Franchises, the actual cost of such right(s) recorded by the original holder thereof.
4. That the utility accounts of the transferee shall reflect the same book values for all utility property acquired as shown in the records of the transferor at the effective date of the transfer, any previously recorded depreciation having been deleted therefrom.
5. That the applicant charge to Account 1341 - Other Intangible Property, any amount of the consideration paid for the right(s) and going concern value attributable thereto in excess of the amounts recorded under condition(s) 2 and 3 above.
6. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any other entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(a)(3) of Title 66, PA C.S.A.

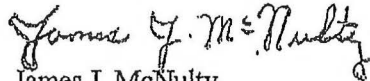
**IT IS FURTHER ORDERED:** That the applicant shall not engage in any transportation granted in this application until the following is submitted to the Commission:

1. A tariff establishing just and reasonable rates.
2. 1999 assessment of the transferor due in the amount of \$2,125.00.

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

**IT IS FURTHER ORDERED:** That upon compliance with this order, the right(s) granted the transferor, Carriage Limousine Services, Inc. at A-00108361, F. 1, F. 1, Am-A and F. 1, Am-B be canceled and the record be marked "CLOSED". Transferor holds no other active authority.

**BY THE COMMISSION,**

  
James J. McNulty  
Secretary

(SEAL)

**ORDER ADOPTED:** January 12, 2000

**ORDER ENTERED:** JAN 13 2000

Certificate No. A-00112577 F.5, Am-A

Limousine - Pa.P.U.C. No. 3

AIRPORT LIMOUSINE SERVICE, INC.

T/D/B/A

EMBASSY COACH

RATES AND RULES

GOVERNING THE

TRANSPORTATION OF

PERSONS

IN LIMOUSINE SERVICE

(As Described herein)

ISSUED: February 7, 2000

EFFECTIVE: February 8, 2000

Issued under authority of PA. Code, Title 52, Section 23.42

ISSUED BY: Kelley Cresh - President  
3401 Fifth Avenue  
North Versailles, PA 15137  
(412) 664-4777

RECEIVED

FEB - 7 2000

BUREAU OF  
TRANSPORTATION & SAFETY

LIST OF CHANGES MADE BY THIS TARIFF

Operating authority is amended in accordance with Commission order of January 12, 2000. Schedule of Rates indicates an increase in Luxury Sedan from \$35.00 for the first one (1) hour or fraction thereof to \$38.00 and each additional 1/2 hour or fraction thereof from \$17.50 to \$19.00. Formal Luxury Sedan increase from \$80.00 for the first two (2) hours or fraction thereof to \$90.00 and each additional 1/2 hour or fraction thereof from \$20.00 to \$22.50. Ultra Stretch Limousine name changed to Ultra Stretch Executive Limousine and first three (3) hours or fraction thereof reduced from \$375.00 to \$300.00 and each additional 1/2 hour or fraction thereof from \$62.50 to \$50.00. Ultra Stretch Bridal Limousine is established and defined with the rate for the first four (4) hours or fraction thereof at \$500.00 and each additional 1/2 hour or fraction thereof at \$62.50. Also established is a Executive Commuter Van and defined with a rate of \$180.00 for the first three (3) hours or fraction thereof and each additional 1/2 hour or fraction thereof at \$30.00 and Waiting time, at customers request only, of \$15.00 per thirty (30) minute period. Excaliber vehicle, description and rates are eliminated. Premium Sedan name is changed to Executive Sedan and minimum charge is reduced from \$20.00 to \$10.00. Rules and Regulations are restated and driver gratuity is added.

OPERATING AUTHORITY (C)

To transport, as a common carrier, persons in limousine service:

- (1) between points in the counties of Beaver, Butler, Fayette, Washington and Westmoreland, and from points in said counties, to points in Allegheny County, and vice versa;
- (2) from points in Allegheny County to points in the counties of Armstrong, Indiana, and Somerset, and return;
- (3) from points in the counties of Armstrong, Indiana and Somerset, to points in Allegheny County, and return, and
- (4) from points in the counties of Allegheny and Westmoreland to other points in Pennsylvania, and return;

(C) Indicates change or addition

## RULES AND REGULATIONS

ITEM - ADVANCE RESERVATIONS

Reservations must be made prior to service being rendered.

ITEM - HOURLY RATES

Hourly rate are calculated from the time the vehicle leaves the carrier's garage until the time the vehicle returns to carrier's garage.

ITEM - PAYMENT OF OUT-OF-POCKET EXPENSES

All tolls, parking fees and other out-of-pocket expenses shall be the responsibility of the customer and will be add-on to carrier's charges

ITEM - MILEAGE

Mileage rate computed by the vehicle odometer from the point of origin to the point of destination and applies to Executive Sedan only.

ITEM - WAITING TIME

Executive Commuter Van - at customers request , assessed per thirty (30 minute period. (C)

Executive Sedan - each one (1) minute

ITEM - DRIVER GRATUITY (C)

A fifteen (15%) percent driver gratuity will be assessed in addition to all other published rates and charges.

(C) Indicates change or addition

**SCHEDULE OF RATES**

**LUXURY SEDAN**

This vehicle is air conditioned, it has darkened windows cellular telephone, lighting, a leather interior, custom wheels and a writing table.

First one (1) hour or fraction thereof \$38.00 (A)  
Each additional 1/2 hour or fraction thereof 19.00 (A)

**FORMAL LUXURY SEDAN**

This vehicle is air conditioned, darkened windows, a cellular telephone lighting, a leather interior, custom wheels, writing table, stretched 8 8 inches - C.E.O. Edition.

First two (2) hours or fraction thereof \$90.00 (A)  
Each additional 1/2 hour or fraction thereof 22.50 (A)

**EXECUTIVE STRETCH LIMOUSINE**

This vehicle has a moon roof, dual bench seating, color television, a V.C.R., deluxe stereo system, C.D. player, cellular telephone, an intercom, darkened windows, and privacy partition.

First three (3) hours or fraction thereof \$165.00  
Each additional 1/2 hour or fraction thereof 27.50

**BRIDAL LIMOUSINE**

This vehicle has a moon roof, color television, V.C.R., deluxe stereo system, C.D. player, cellular telephone, intercom, darkened windows dual privacy partition, numerous special bridal decorations. Seat is recessed to accommodate the bride in her wedding gown.

First four (4) hours or fraction thereof \$260.00  
Each additional 1/2 hour or fraction thereof 32.50

**SUPER STRETCH EXECUTIVE LIMOUSINE**

This vehicle has a moon roof, color television, V.C.R., deluxe stereo system, C.D. player, cellular telephone, intercom, darkened windows, dual privacy partition, wrap-around couch seating, stretched 100 inches.

First three (3) hours or fraction thereof \$240.00  
Each additional 1/2 hour or fraction thereof 40.00

(A) Indicates increase

SCHEDULE OF RATES (Continued)

SUPER STRETCH BRIDAL LIMOUSINE

This vehicle has a moon roof, color television, V.C.R., deluxe stereo system, C.D. player, cellular telephone, intercom, darkened windows, dual privacy partitions, wrap-around couch seating, stretched 100 inches.

|  |          |
|--|----------|
| First four (4) hours or fraction thereof | \$400.00 |
| Each additional 1/2 hour                 | 50.00    |

(C)ULTRA STRETCH EXECUTIVE LIMOUSINE

This vehicle has a moon roof, color television, V.C.R., deluxe stereo system, C.D. player, cellular telephone, intercom, darkened windows, dual privacy partition, wrap-around couch seating and stretched 120 inches.

|  |              |
|--|--------------|
| First three (3) hours or fraction thereof    | \$300.00 (R) |
| Each additional 1/2 hour or fraction thereof | 50.00 (R)    |

(C)ULTRA STRETCH BRIDAL LIMOUSINE

This vehicle has a moon roof, color television, V.C.R., deluxe stereo system, C.D. player, cellular telephone, intercom, darkened windows, numerous special bridal decorations, dual privacy partition, wrap-around couch seating, stretched 120 inches.

|  |          |
|--|----------|
| First four hours or fraction thereof         | \$500.00 |
| Each additional 1/2 hour or fraction thereof | 62.50    |

LUXURY VAN

This vehicle has twin heating and air conditioning systems, darkened windows, and a deluxe stereo system.

|  |         |
|--|---------|
| First two (2) hours or fraction thereof      | \$80.00 |
| Each additional 1/2 hour or fraction thereof | 20.00   |

V.I.P. COACH

This vehicle is a fully customized luxury coach, cellular telephone, special interior lighting, deluxe stereo system, C.D. player, two color television, V.C.R., darkened windows, dual air conditioning system a beverage center and writing tables.

|  |          |
|--|----------|
| First four (4) hours or fraction thereof     | \$400.00 |
| Each additional 1/2 hour or fraction thereof | 50.00    |

(R) Indicates decrease

(C) Indicates change

SCHEDULE OF RATES (Continued)

(C) EXECUTIVE COMMUTER VAN

This vehicle has a captain-style leather seating, conference table, Fax machine, cellular telephones, special interior lighting, stereo, color television, V.C.R., raised roof and is air conditioned.

|  |          |
|--|----------|
| First three (3) hours or fraction thereof                      | \$180.00 |
| Each additional 1/2 hour or fraction thereof                   | 30.00    |
| Waiting Time per thirty (30) minute period (Customers Request) | 15.00    |

ROLLS ROYCE

This vehicle is white, two cellular telephones, darkened windows, special lighting, deluxe stereo system, C.D. player, & is air conditioned.

|  |          |
|--|----------|
| First three (3) hours or fraction thereof    | \$300.00 |
| Each additional 1/2 hour or fraction thereof | 50.00    |

(C) EXECUTIVE SEDAN

This vehicle is air conditioned, deluxe stereo system, darkened windows and a leather interior.

|   |        |
|---|--------|
| RATE: <u>Minimum charge of \$10.00</u> (R) - per mile or fraction thereof | \$2.50 |
| Waiting Time - each one (1) minute  | .40    |

(R) Indicated decrease

(C) Indicates change or addition



ALS-8



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

IN REPLY PLEASE  
REFER TO OUR FILE

DOCUMENT  
FOLDER

July 3, 2003

A-00112577F0005 Am-B

RAY F MIDDLEMAN ESQ  
117 VIP DR SUITE 310  
WEXFORD PA 15090

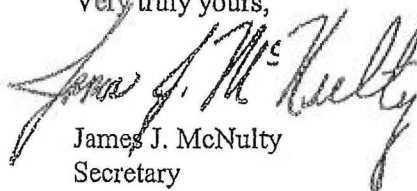
DOCKETED  
JUL 09 2003

Application of Airport Limousine Service, Inc.,  
t/d/b/a Airport Limousine Service & Embassy Coach

To Whom It May Concern:

Please be advised that the tariff, insurance and vehicle description requirements  
have been satisfied in the above entitled proceeding and you may now utilize those rights.

Very truly yours,

  
James J. McNulty  
Secretary

Tab

AIRPORT LIMOUSINE SERVICES INC  
T/A AIRPORT LIMOUSINE SERVICE &  
EMBASSY COACH  
4001 CLAIRTON RD  
WEST MIFFLIN PA 15122

RJP

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265

Public Meeting held March 6, 2003

Commissioners Present:

Glen R. Thomas, Chairman  
Robert K. Bloom, Vice-Chairman  
Aaron Wilson, Jr.  
Terrance J. Fitzpatrick  
Kim Pizzingrilli

DOCKETED  
MAR 18 2003

Application of Airport Limousine Service, Inc., t/d/b/a Airport Limousine Service & Embassy Coach, a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, to transport by motor vehicle, persons in limousine service, between points in Pennsylvania: SO AS TO PERMIT persons in limousine service, between points in Allegheny County.

A-00112577  
F. 5  
Am-B

---

Malone, Larchuk & Middleman, P.C. by Ray F. Middleman for the applicant.

---

ORDER

DOCUMENT  
FOLDER

BY THE COMMISSION:

This matter comes before the Commission on an application filed September 18, 2002. Public notice of the application was given in the Pennsylvania Bulletin of November 9, 2002. No protests were filed and no hearings were held. The unopposed application is certified to the Commission for its decision without oral hearing.

DISCUSSION AND FINDINGS

The application was filed in conformance with our order at M-00021609, adopted April 11, 2002. That order established procedures to Implement HB 1402, which extended the Commission's regulatory jurisdiction in Allegheny County, to include motor carriers providing limousine service. Applicant is a currently certificated carrier providing limousine service between points in Pennsylvania. Applicant currently operates pursuant to a grant of emergency temporary authority to provide limousine service between points in Allegheny County.

Airport Limousine Service, Inc. (applicant or Airport Limousine) is a corporation trading and doing business as Airport Limousine Service & Embassy Coach. Applicant currently operates from offices located at 4001 Clairton Road, West Mifflin, Allegheny County. Communication is by telephone and a two-way radio system. Airport Limousine has operated under PUC authority since 1996 and currently provides taxi, limousine and airport transfer service. It operates with four full-time call takers, two dispatchers, six support personnel, two mechanics, two car washers and a body repairman. Each driver must complete a defensive driving course, is road tested, observed by a trainer and evaluated for safe operation of the vehicle. Random drug testing is performed. Applicant currently operates twenty (20) late model Cadillac Deville's and six other vehicles. The vehicles are maintained at applicant's facilities.

The applicant's balance sheet dated June 30, 2002 shows total current assets of \$771,586, total assets of \$1,810,479, total current and long term liabilities of \$2,049,387 for an owner's equity of \$(238,908).

Support for the service comes from twenty nine (29) parties in Allegheny County that demonstrate a need for the service.

**After complete review of the record, we find:**

1. Applicant seeks to amend its limousine certificate to include service between points in Allegheny County and no protests were filed.
2. The application is supported by twenty nine (29) parties.
3. Applicant has the equipment, ability and fitness necessary to render the service.
4. The evidence of record is sufficient to establish necessity for the service.
5. Approval of the application is necessary for the accommodation and convenience of the public; **THEREFORE,**

**IT IS ORDERED:** That the application be and is hereby approved and that the certificate issued on September 18, 1997 as amended, be further amended to include the following right:

To transport, as a common carrier, persons in limousine service, between points in the county of Allegheny.

**IT IS FURTHER ORDERED:** That applicant shall submit the following to the Commission:

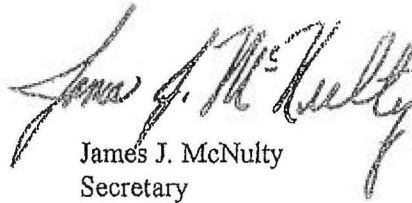
1. A Form E, as evidence of bodily injury and property damage liability insurance.

2. An acceptable tariff.
3. A description of the vehicles to be used in limousine service.  
The description must include the Make, Model, Year, VIN and mileage of each vehicle.

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

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

**BY THE COMMISSION,**

  
James J. McNulty  
Secretary

(SEAL)

**ORDER ADOPTED:** March 6, 2003

**ORDER ENTERED:** MAR 11 2003

Certificate No. A-00112577 F.5,  
and F.5, Am-B

Limousine - Pa. P.U.C. No. 5  
Cancels Limousine - Pa. P.U.C.  
Nos. 2, 3 & 4

---

AIRPORT LIMOUSINE SERVICE, INC.

*t/d/b/a*

EMBASSY COACH

---

LIMOUSINE TARIFF NAMING RATES, RULES AND REGULATIONS  
GOVERNING THE TRANSPORTATION OF PERSONS IN  
LIMOUSINE SERVICE BETWEEN POINTS IN PENNSYLVANIA

(As Described herein)

---

ISSUED: June 30, 2009

EFFECTIVE: July 1, 2009

ISSUED BY:

James D. Campolongo - President  
1825 Liverpool Street  
Pittsburgh, PA 15233  
(412) 322-9112

**LIST OF CHANGES MADE BY THIS TARIFF**

1. Gratuity percentage has been increased.
2. Rule regarding advance reservations has been changed.
3. Rates have been increased.
4. Amenities included in vehicles have been changed.
5. Types of vehicles available have been changed.
6. Category of user rates added.

**OPERATING AUTHORITY**

To transport, as a common carrier, persons:

In limousine service between points in Pennsylvania, and

To transport, as a common carrier, persons:

In limousine service between points in the County of Allegheny

## RULES AND REGULATIONS

(C) ITEM 1 - ADVANCE RESERVATIONS

Reservations must be made not less than thirty (30) minutes in advance of desired time of service.

(C) ITEM 2 - HOURLY RATES

Hourly rate are calculated from the time the vehicle leaves the carrier's garage until the time the vehicle returns to carrier's garage, including all waiting time.

ITEM 3 - PAYMENT OF OUT-OF-POCKET EXPENSES

All tolls, parking fees and other out-of-pocket expenses shall be the responsibility of the customer and will be added onto the carrier's charges

(C) ITEM 4 - DRIVER GRATUITY

An eighteen (18%) percent driver gratuity will be assessed in addition to all other published rates and charges.

(C) ITEM 5 - CONTRACT OR CORPORATE/FREQUENT RIDER DISCOUNT RATES

A discount rate will be given to corporations, LLCs, individuals or others who enter into a contract, in advance of service, with the carrier regarding the provision of transportation services for a specified period of time (minimum of one month) and/or for a specific number of hours of transportation services in an agreed period of time.

These rates further apply to any customer enrolled, in writing, in the Frequent Rider Discount Program who uses the company's transportation services on a minimum basis of once per month or twelve (12) times annually.

(C) ITEM 6 - PROMOTIONAL FARES

Upon presentation of stated promotional coupon, carrier will offer rates at a specified discount from the published tariff rates, on dates authorized by the coupon. Advertised coupon will be filed with the Public Utility Commission prior to promotion.

## SCHEDULE OF RATES

(C) LUXURY SEDAN

This vehicle is air conditioned, has darkened windows and lighting  
First one (1) hour or fraction thereof \$ 55.00 (A)  
Each additional 1/2 hour or fraction thereof 27.50 (A)  
Contract or Corporate/Frequent Rider Discount (per hour) 50.00 (C)

(C) EXECUTIVE STRETCH LIMOUSINE (6 passenger)

This vehicle has dual bench seating, a VCR, deluxe stereo system,  
CD player, darkened windows, and privacy partition.  
First three (3) hours or fraction thereof \$225.00 (A)  
Each additional 1/2 hour or fraction thereof 37.50 (A)  
Contract or Corporate/Frequent Rider Discount (per hour) 65.00 (C)

(C) BRIDAL LIMOUSINE (6 passenger)

This vehicle has a television, VCR, deluxe stereo system, CD player,  
darkened windows, dual privacy partition, numerous special bridal decorations.  
Seat is recessed to accommodate the bride in her wedding gown.  
First four (4) hours or fraction thereof \$300.00 (A)  
Each additional 1/2 hour or fraction thereof 37.50 (A)  
Contract or Corporate/Frequent Rider Discount (per hour) 65.00 (C)

(C) SUPER STRETCH EXECUTIVE LIMOUSINE (8 passenger)

This vehicle has a television, VCR, deluxe stereo  
system, CD player, darkened windows, dual privacy partition,  
wrap-around couch seating.  
First three (3) hours or fraction thereof \$330.00 (A)  
Each additional 1/2 hour or fraction thereof 55.00 (A)  
Contract or Corporate/Frequent Rider Discount (per hour) 90.00 (C)

(C) SUPER STRETCH BRIDAL LIMOUSINE (8 passenger)

This vehicle has a moon roof, color television, VCR, deluxe stereo  
system, CD player, darkened windows, dual privacy partitions,  
wrap-around couch seating.  
First four (4) hours or fraction thereof \$440.00 (A)  
Each additional 1/2 hour or fraction thereof 55.00 (A)  
Contract or Corporate/Frequent Rider Discount (per hour) 90.00 (C)

(C) ULTRA STRETCH EXECUTIVE LIMOUSINE (10 passenger)

This vehicle has a color television, deluxe stereo system, CD player,  
darkened windows, privacy partition, wrap-around couch seating.  
First three (3) hours or fraction thereof \$405.00 (A)  
Each additional 1/2 hour or fraction thereof 67.50 (A)  
Contract or Corporate/Frequent Rider Discount (per hour) 110.00 (C)

SCHEDULE OF RATES (Continued)

|  |              |
|--|--------------|
| (C) <u>ULTRA STRETCH BRIDAL LIMOUSINE</u> (10 passenger)   |              |
| This vehicle has a color television, deluxe stereo system, CD player, darkened windows, numerous special bridal decorations, privacy partition, wraparound couch seating.  |              |
| First four hours or fraction thereof   | \$540.00 (A) |
| Each additional 1/2 hour or fraction thereof   | 67.50 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour)   | 110.00 (C)   |
| <br>   |              |
| (C) <u>LUXURY VAN</u>  |              |
| This vehicle has twin heating and air conditioning systems and a deluxe stereo system.   |              |
| First two (2) hours or fraction thereof  | \$100.00 (A) |
| Each additional 1/2 hour or fraction thereof   | 25.00 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour)   | 75.00 (C)    |
| <br>   |              |
| (C) <u>V.I.P. COACH</u>  |              |
| This vehicle is a fully customized luxury coach, has special interior lighting, deluxe stereo system, CD player, color television, VCR, darkened windows, dual air conditioning system, a beverage center, and writing tables. |              |
| First four (4) hours or fraction thereof   | \$820.00 (A) |
| Each additional 1/2 hour or fraction thereof   | 105.00 (A)   |
| Contract or Corporate/Frequent Rider Discount (per hour)   | 110.00 (C)   |
| <br>   |              |
| (C) <u>EXECUTIVE COMMUTER VAN</u>  |              |
| This vehicle has captain-style leather seating, conference table, special interior lighting, stereo, color television, DVD, raised roof and is air conditioned.  |              |
| First three (3) hours or fraction thereof  | \$225.00 (A) |
| Each additional 1/2 hour or fraction thereof   | 37.50 (A)    |
| Contract or Corporate/Frequent Rider Discount (per hour)   | 60.00 (C)    |

(C) Indicates change or addition

(A) Indicates increase in rate

# STATEMENT OF FINANCES

12a- Application

**STATEMENT OF FINANCIAL POSITION**  
**One Year Projected Income Statement**

REVENUE and GAINS

|   |           |
|---|-----------|
| Operating Revenue                       | 7,830,938 |
| Net Revenue from non-carrier operations |           |
| Dividend and interest revenues          |           |
| Other non-operating revenue             | (38,406)  |
| Gains                                   |           |
| Total Revenue and Gains                 | 7,792,532 |

EXPENSES

|  |           |
|--|-----------|
| Equipment Maintenance and Garage Expense | 1,579,231 |
| Insurance Expense                        | 412,596   |
| Employee Salaries                        | 1,102,643 |
| Supervisory Salaries                     | 382,301   |
| Officer Salaries                         |           |
| Fuel Expense                             | 2,255     |
| Purchased Transportation (Lease Expense) |           |
| Materials and Supplies Expense           | 875,510   |
| General Office Expense                   | 424,212   |
| Advertising Expense                      | 112,673   |
| Telephone Expense                        | 212,289   |
| Accounting Expense                       |           |
| Legal Expense                            | 48,143    |
| Uncollectible Revenue                    | 12,272    |
| Depreciation Expense                     | 1,292,200 |
| Amortization                             |           |
| Operating Taxes and Licenses             | 22,801    |
| Rent Expense                             | 230,599   |
| Loss                                     | 10,380    |
| Total Operating Expenses and Losses      | 6,720,105 |
| <u>Net Income Before Taxes</u>           | 1,072,427 |
| Provision for Income Taxes               |           |
| <u>Net Income (Loss)</u>                 |           |

# BALANCE SHEET

12a- Application

# WHC PA, LLC

## Balance Sheet

June 30, 2019

### CURRENT ASSETS

CASH \$100,000

TOTAL \$100,000

PROPERTY AND EQUIPMENT \$0

OTHER ASSETS \$0

TOTAL ASSETS \$100,000

CURRENT LIABILITIES \$0

OTHER LIABILITIES \$0

TOTAL LIABILITIES \$0

MEMBERS EQUITY \$100,000

TOTAL LIABILITIES AND MEMBERS EQUITY \$100,000

# STATEMENT OF UNPAID DEBTS

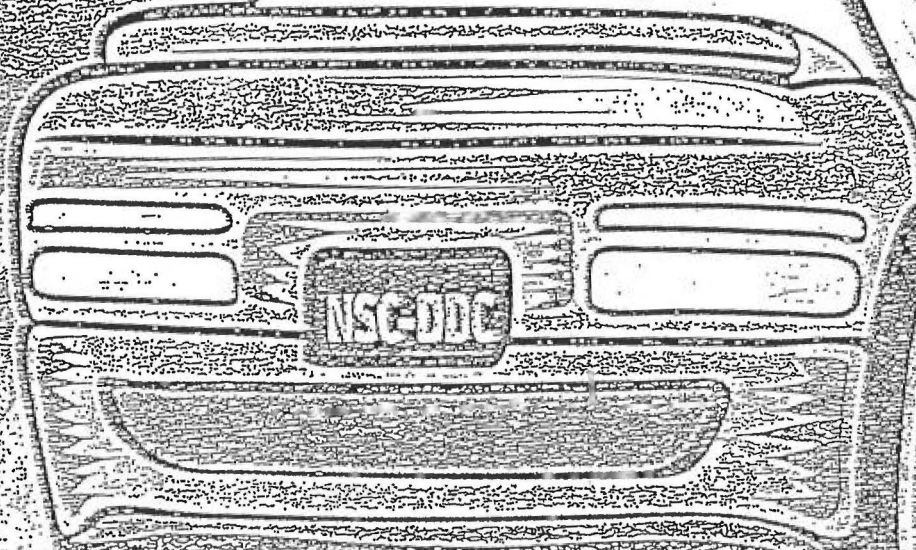
12a- Application

### **Statement of Unpaid Business Debts**

All unpaid business debts of the Transferor will be paid in the normal course of business. To the extent that any such debts are not paid at closing or otherwise assumed by buyer they shall be paid by the parent company of the Transferor.

# **STATEMENT OF SAFETY PROGRAM**

**12a- Application**



# The Defensive Driving Course

# Welcome to the National Safety Council's Premier Defensive Driving Course

---

In 1964, when the National Safety Council's Defensive Driving Course was first presented, motor vehicles, roads and traffic conditions were much different from those of today. In 1964 seat belts were optional equipment, air bags were people who talked too much, and the term *anti-lock brake* wasn't even in our vocabulary. In 1964 the national interstate highway system wasn't finished, and two-lane highways were the norm. In 1964 there were only 96 million licensed drivers, 87 million vehicles, 47,700 motor-vehicle-related fatalities and approximately 1.5 million disabling injuries.

Today it's a whole new scene out there!

Today four-lane highways are the norm. Today we have 79 million more licensed drivers and 112 million more registered vehicles on the road. Today, more than 35 years later, despite new safety features on vehicles and improved highways, more than 40,000 people are still killed in traffic collisions every year, and more than two million people suffer disabling injuries.

What do these numbers tell us?

Safer vehicles and highway design may be saving many lives, but safer drivers cannot be designed by transportation and safety engineers. Safe drivers are created through a personal commitment—a commitment to drive in ways that save lives, time and money in spite of the conditions around us or the actions of others. In other words, it is up to you, the person behind the wheel, to help reduce traffic collisions and violations by learning to drive more safely and defensively.

This Defensive Driving Course (DDC) has been energized and updated as much as the vehicles you drive today. It shows you ways to drive safely and responsibly, ways that will become habit as you put them into practice. These habits can make the difference between life and death, health and injury. We know your experience in this course will be enjoyable and that you will want to be a defensive driver.

# Contents

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SESSION

**1** What's In It For Me? ..... 3

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**2** Making Choices You Can Live With ..... 11

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**3** What You Do Is What You Get! ..... 25

SESSION

**4** The Conditions That Drive Us ..... 37

SESSION

**5** What Are You Willing To Do? ..... 53

# The National Safety Council's Defensive Driving Course—8/6 Hours

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7th Edition

Course Guide



"Although the information and recommendations contained in this publication have been compiled from sources believed to be reliable, the National Safety Council makes no guarantee as to, and assumes no responsibility for, the correctness, sufficiency, or completeness of such information or recommendations. Other or additional safety measures may be required under particular circumstances."

Unless otherwise noted, all statistical information used in this course has been taken from the annual National Safety Council publication *Injury Facts*.

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# What's in It for Me?

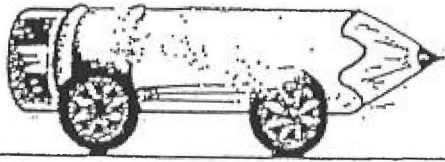
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## Session Objectives

When you have completed this session, you should be able to...

- identify risky attitudes and behaviors that cause problems on the road.
- explain the difference between good driving and defensive driving.
- explain what it means to be a defensive driver.
- identify whether a collision was preventable.
- list the three basic steps in collision avoidance (DDC Collision Prevention Formula).
- explain how to consistently recognize driving hazards.
- list personal benefits of improving driving attitudes and behaviors.





## Your Driving Risks

Read each statement. Circle the answer that indicates your current driving attitudes and behaviors: D=Disagree, A=Agree. When you are finished, add the number of circled answers in each column and write it at the bottom of the column next to "Totals."

D

A

1. I get irritated when I think other drivers are driving too slowly.

D

A

2. I think I am the best judge of how fast I should be able to drive.

D

A

3. When no one is around, I may sneak through traffic signals and signs.

D

A

4. I obey speed limits only when I think I might get caught speeding.

D

A

5. I often take chances in traffic just for fun.

D

A

6. If another driver does something that gets me angry, I sometimes try to get back at that person.

D

A

7. When I'm in a hurry, I get as close as I can to the vehicle in front of me to make the driver move out of my way.

D

A

8. I'm a good driver, so I don't need to wear a seat belt.

D

A

9. I try to get ahead of other drivers at a stop sign or stop light.

D

A

10. I can do other things in the car while I'm driving.

Add your total for each column and write it here.

# Choosing What to Do

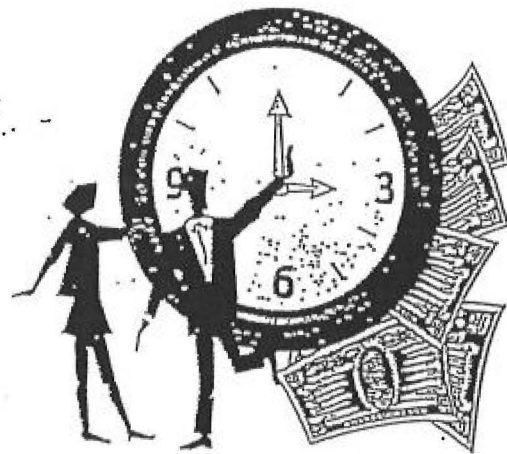
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Before you let someone or something else control your behavior, ask yourself these questions:

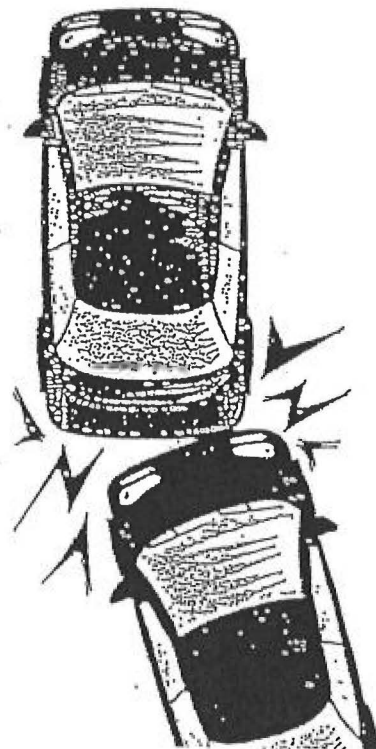
- Is getting what I want or where I'm going so important that I am willing to risk my life or the lives of others?
- Am I willing to get a ticket or be involved in a collision just to get ahead of someone else or merely have some fun?

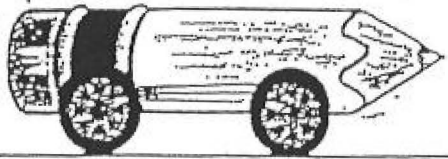


Defensive driving is driving to save lives, time and money in spite of the conditions around you and the actions of others.



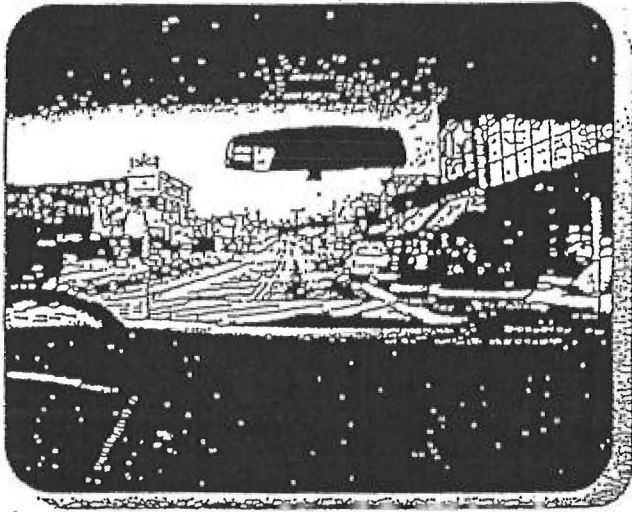
A preventable collision is one in which the driver fails to do everything reasonable to avoid it.



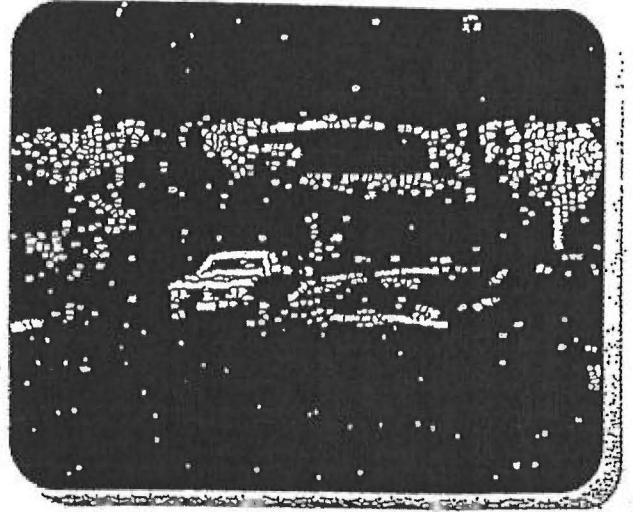


# Video Activity

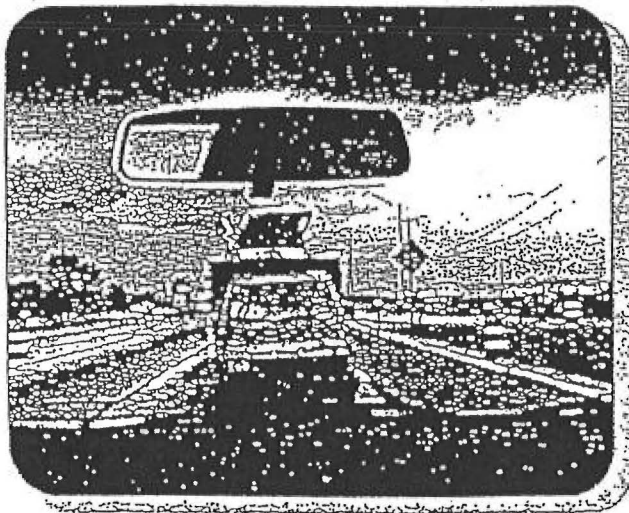
## "Sense-Abilities"



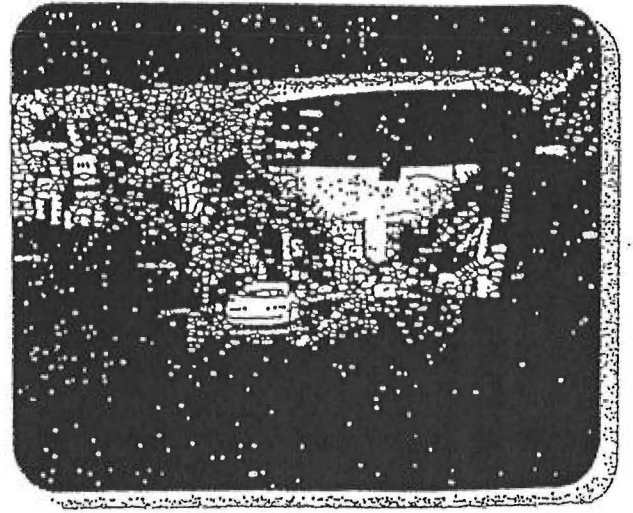
1



2



3



4

# The National Safety Council's 3-Step DDC Collision Prevention Formula

---

The National Safety Council suggests a simple formula that can help you prevent vehicle collisions.

1. Recognize the hazard.

Scan the road ahead.

- one block in urban areas.
- to the next curve, hill or overpass in rural areas or on expressways.

Check your mirrors, inside and out, every three to five seconds.

Keep your attention focused on driving.

2. Understand the defense.

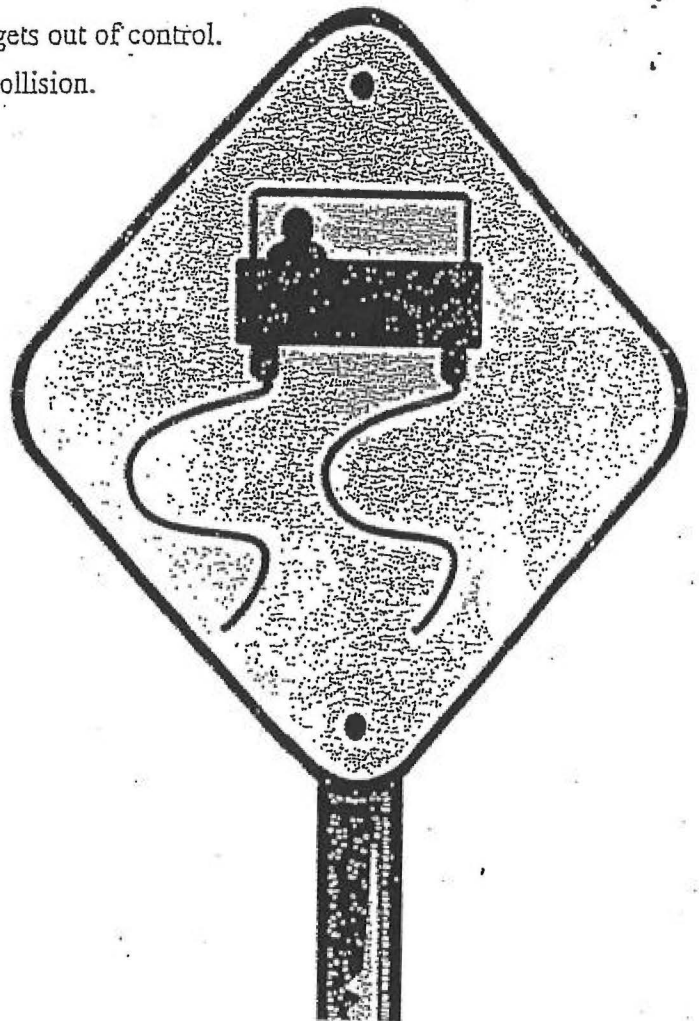
Know what to do.

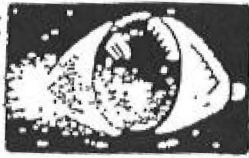
Use the "what-if" strategy to help keep your attention focused on driving.

3. Act correctly, in time.

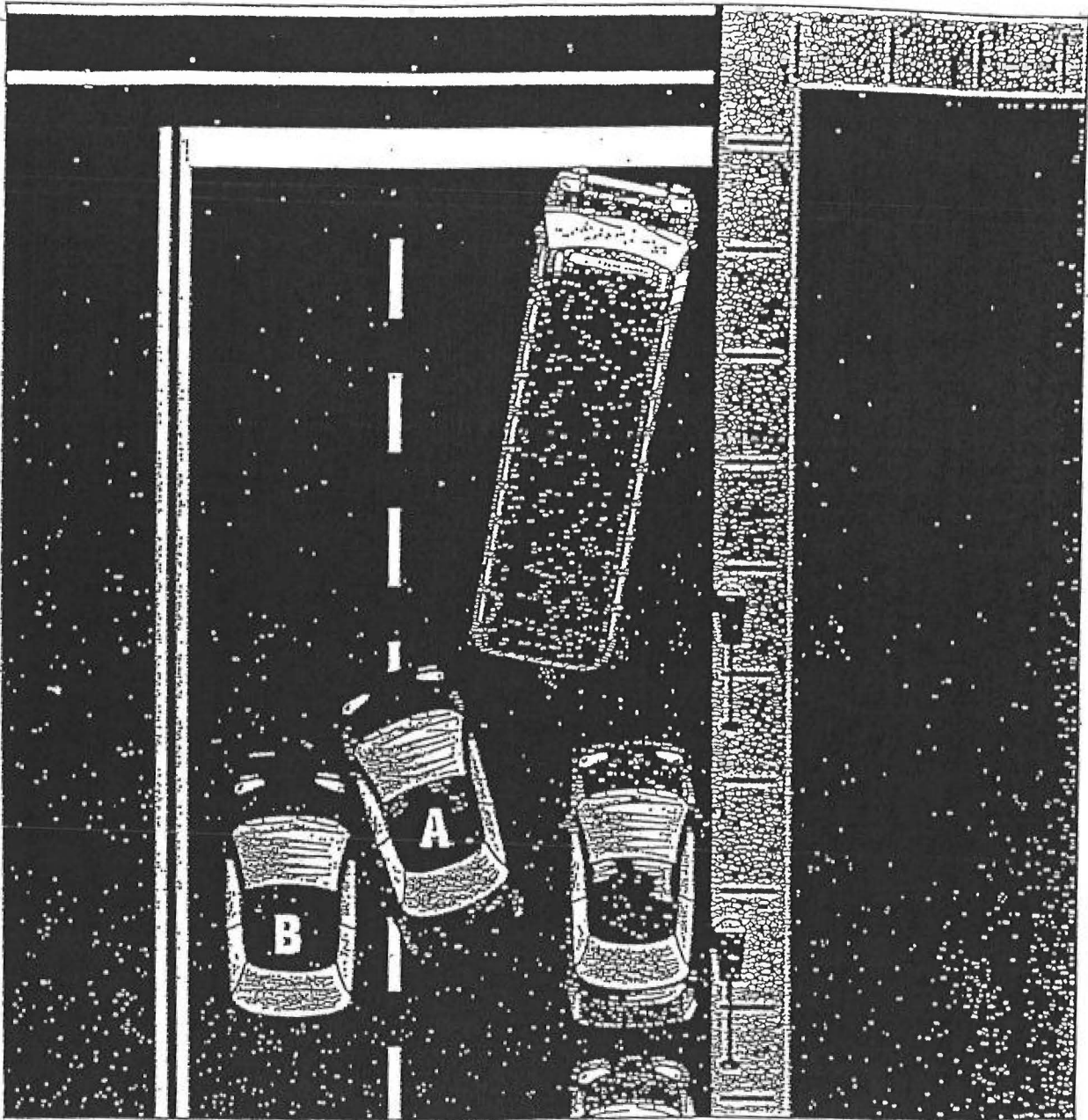
Do the right thing—before the situation gets out of control.

Avoid the hazard in time to prevent the collision.





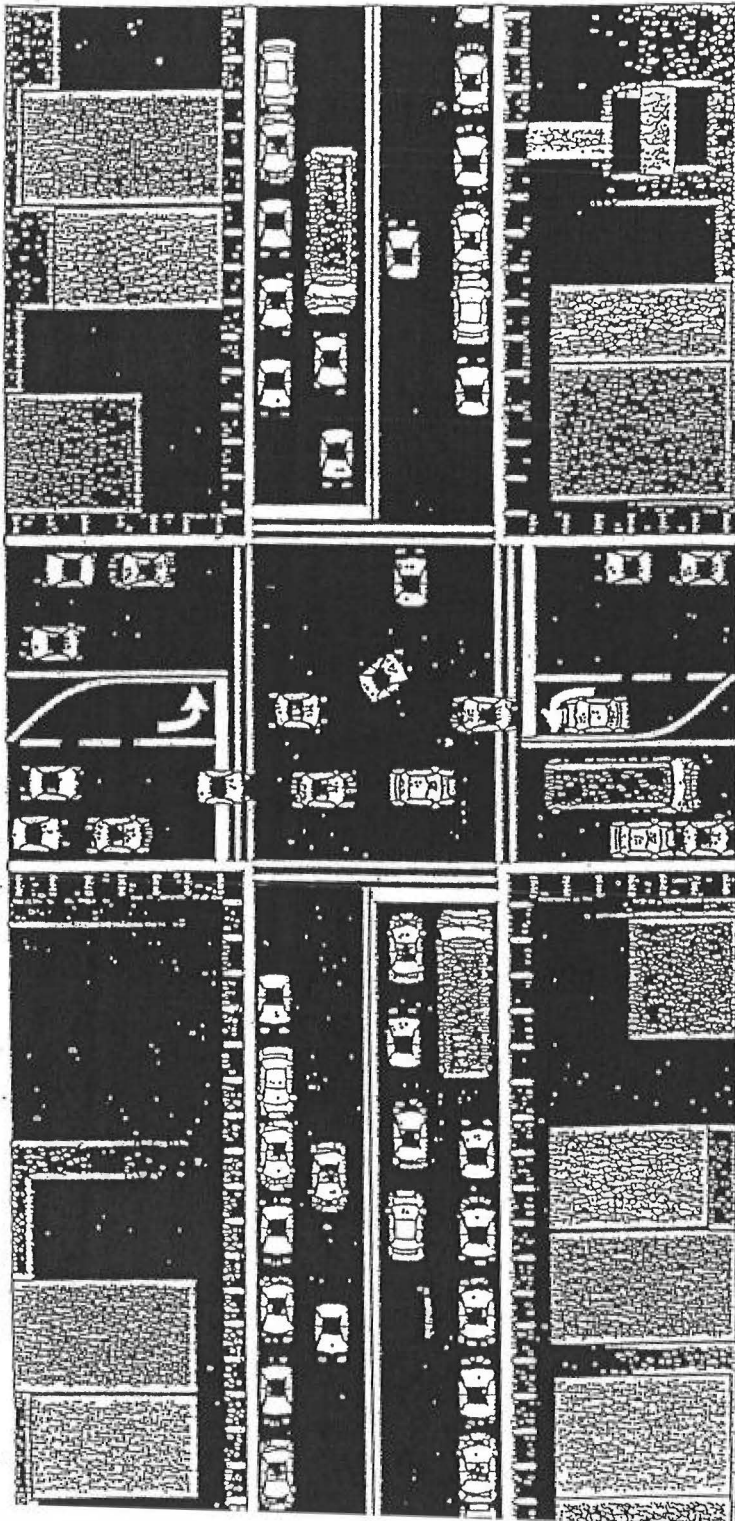
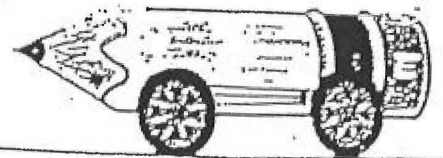
## What's Wrong with this Picture?



On a busy two-way city street, Driver A has been following a bus for a few blocks. Both sides of the street allow parallel parking, so the street is very crowded. The bus stops at every corner, pulling over to the curb but not enough for Driver A to pass. Traffic behind, going in the same direction, will not let Driver A out from behind the bus, even though Driver A has the directional signal on to indicate that he wants to move around the bus.

After a few more blocks of stopping at every corner, missing green lights, and having drivers

# What's in It for Me (WIIFMs)?



Everyone benefits from improved driving habits and attitudes.

What's in it for me and my health?

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What's in it for me and my family?

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What's in it for me and my work schedule?

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What's in it for me and the people around me?

---

# Making Choices You Can Live With

---

## Session Objectives

When you have completed this session, you should be able to...

- identify the driver conditions that result in collisions and violations.
- explain the effects that drugs, illegal and legal, may have on driving ability.
- identify alternatives to drug-impaired driving.
- explain why drivers choose safe and unsafe behaviors.
- explain the effects of impaired physical and mental driver conditions on driving safety.
- identify ways to adjust and compensate for adverse physical and mental conditions.
- list techniques you can use to safely maintain control in adverse driving situations.

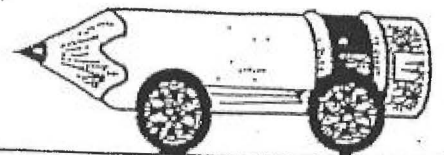
# A Very Big Problem

---

At any time in the United States, 1 driver out of every 50 on the road is not just impaired but illegally intoxicated. On weekend nights that number is closer to 1 driver out of 10.

## Be the Expert

---



Test your knowledge of the effects of alcohol and other drugs. Place an *F* by the statements you believe to be false. Place a *T* by those you believe to be true.

- F   1. People who don't drink and drive are not affected by those people who do.
- F   2. As long as a drinker keeps his or her blood-alcohol level below the legal limit, that person's driving abilities won't be noticeably impaired.
- F   3. Coffee is a remedy for "sobering up" someone who has consumed too much alcohol.
- F   4. Marijuana and other illegal drugs do not have noticeable effects on driving skills after the high has worn off.
- F   5. "Light" or "lite" beer has less alcohol than regular beer.
- T   6. On weekends, between 10 P.M. and 2 A.M. one out of every five drivers is impaired.
- T   7. Coordination is the first physical ability to be impaired by alcohol.  
*judgment is the first ability impaired by alcohol*
- F   8. If someone is not visibly impaired, he or she is probably not too drunk to drive.
- F   9. Over-the-counter drugs do not affect driving ability as seriously as prescription drugs.

  T

---

## Just the Facts

Impaired driving is driving while under the influence of alcohol or other drugs. It is estimated that two out of every five Americans will be involved in an alcohol-related crash at some time in their lives. Statistics are not available for other drug-related fatalities, but studies do indicate that marijuana and other drugs affect judgment and coordination.

In recent years, as a result of federal, state and community efforts, and the increased public awareness fostered by such organizations as the National Safety Council, MADD and SADD, alcohol-related collisions have declined. The fatalities and injuries caused by drug-impaired driving are still dangerously high, however. Alcohol is involved in nearly 50 percent of all traffic fatalities, and about 1.2 million people are injured in alcohol-related crashes every year.

Impaired driving affects everyone. Even if you don't drink or never drink and drive, you pay the costs of others' doing so. Therefore, it is your responsibility to yourself and those you care about to take control and take the keys from an impaired driver.

As they say: friends don't let friends drink and drive!


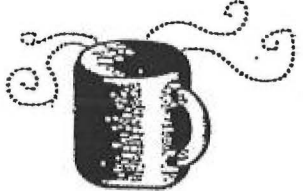
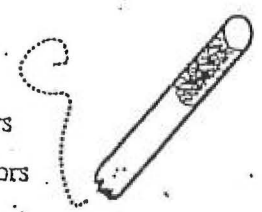
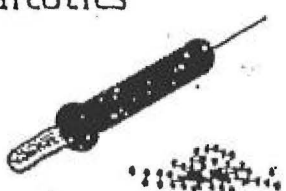
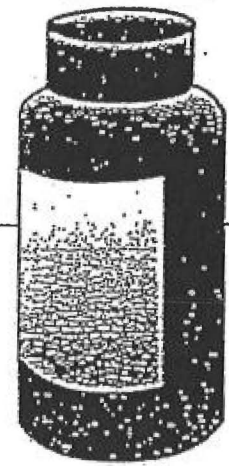
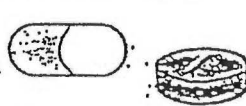
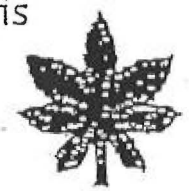
NOTES:



July 4, 1999 743 Accident 12 death 4, 885  
Sij 201 D.U.I., 164 SEAT BELT V, 400, 12  
4,300, Kill EVERY YEAR 2.3 million people injured  
EVERY YEAR

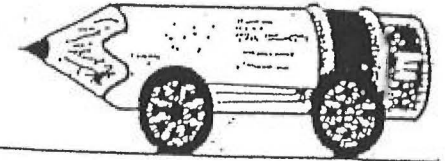
# 2

## A Very Big Problem

|   | Drug  | Possible effects on the driver   |
|---|---|--|
| <p><b>Depressants</b></p>      | <ul style="list-style-type: none"> <li>• Alcohol</li> <li>• Barbiturates</li> <li>• Tranquilizers</li> </ul>                | <ul style="list-style-type: none"> <li>• Slower reaction time</li> <li>• Reduced alertness</li> <li>• Impaired coordination</li> <li>• Depressed motor skills</li> </ul>   |
| <p><b>Stimulants</b></p>      | <ul style="list-style-type: none"> <li>• Caffeine</li> <li>• Nicotine</li> <li>• Amphetamines</li> <li>• Cocaine</li> </ul> | <ul style="list-style-type: none"> <li>• Overreacting</li> <li>• High-risk behaviors</li> <li>• Aggressive and hostile behaviors</li> <li>• Impatient and impulsive behaviors</li> <li>• Impaired coordination</li> </ul>  |
| <p><b>Narcotics</b></p>      | <ul style="list-style-type: none"> <li>• Heroin/opium</li> <li>• Morphine</li> <li>• Methadone</li> </ul>                   | <ul style="list-style-type: none"> <li>• Visual impairment</li> <li>• Loss of concentration</li> <li>• Slowed reaction time</li> <li>• Impaired motor skills</li> <li>• Slower reaction time</li> </ul>                   |
| <p><b>Hallucinogens</b></p>  | <ul style="list-style-type: none"> <li>• LSD</li> <li>• Mescaline</li> <li>• PCP</li> </ul>                                 | <ul style="list-style-type: none"> <li>• Visual distortion</li> <li>• Aggressive, violent behavior</li> <li>• Time/distance distortion</li> <li>• Impaired short-term memory</li> <li>• Slower reaction time</li> </ul>  |
| <p><b>Cannabis</b></p>       | <ul style="list-style-type: none"> <li>• Marijuana</li> <li>• Hashish</li> </ul>  | <ul style="list-style-type: none"> <li>• Slower reaction time</li> <li>• Reduced concentration</li> <li>• Visual impairment</li> <li>• Distorted visual and depth perception</li> </ul>  |



# Imaging



Think about something other drivers do that "pushes your buttons" or makes you upset in a traffic situation. Explain the situation, how you feel, what you think. Then decide whether you can control the situation.

We cannot control other drivers, but we can control how we deal with our own mental conditions, and we can adjust our driving to our physical conditions.

| Situation | Feel/Think | Do | Control |
|-----------|------------|----|---------|
|           |            |    |         |



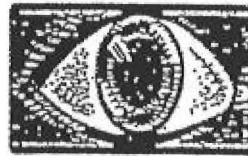
# 2

## Using the DDC Collision Prevention Formula to Take Control

---

In this course we've learned a formula for preventing collisions. This formula also works when you want to maintain control in situations where you could lose it. This is how it works.

1. Recognize the hazard.
  - What is causing you to lose control?
  - What are the consequences of losing control?
2. Understand the defense.
  - You are responsible for your own behavior.
  - Choose a defense that gives you a desirable outcome.
  - Make your own decisions; do not let other drivers control your behavior.
3. Act correctly, in time.
  - Adjust your behavior—before the situation gets out of control.



### *Eye of the Beholder*

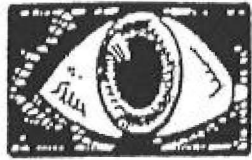
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Driver A is driving home from the grocery store. It's 6 p.m. He usually tries to get off the road before rush hour. Today he got off to a late start because first he had to go to the doctor and get his prescription refilled. It's getting dark and the traffic is heavy. He has decided to drive a little bit below the speed limit to make sure he gets home safely.

At the same time, Driver B. is on his way home from work. He is trying to get home as fast as he can to get ready for a party he is going to later that evening. After work he has stopped at a bar to talk to his friends for a while. He failed to watch the time, and now he will have just enough time to get home, change and go to the party.

Driver B is making pretty good time getting through traffic, but up ahead a driver is driving really slowly. Driver B looks for a way to go around the slowpoke. In a few blocks he can probably pass on the right if there aren't any parked cars.

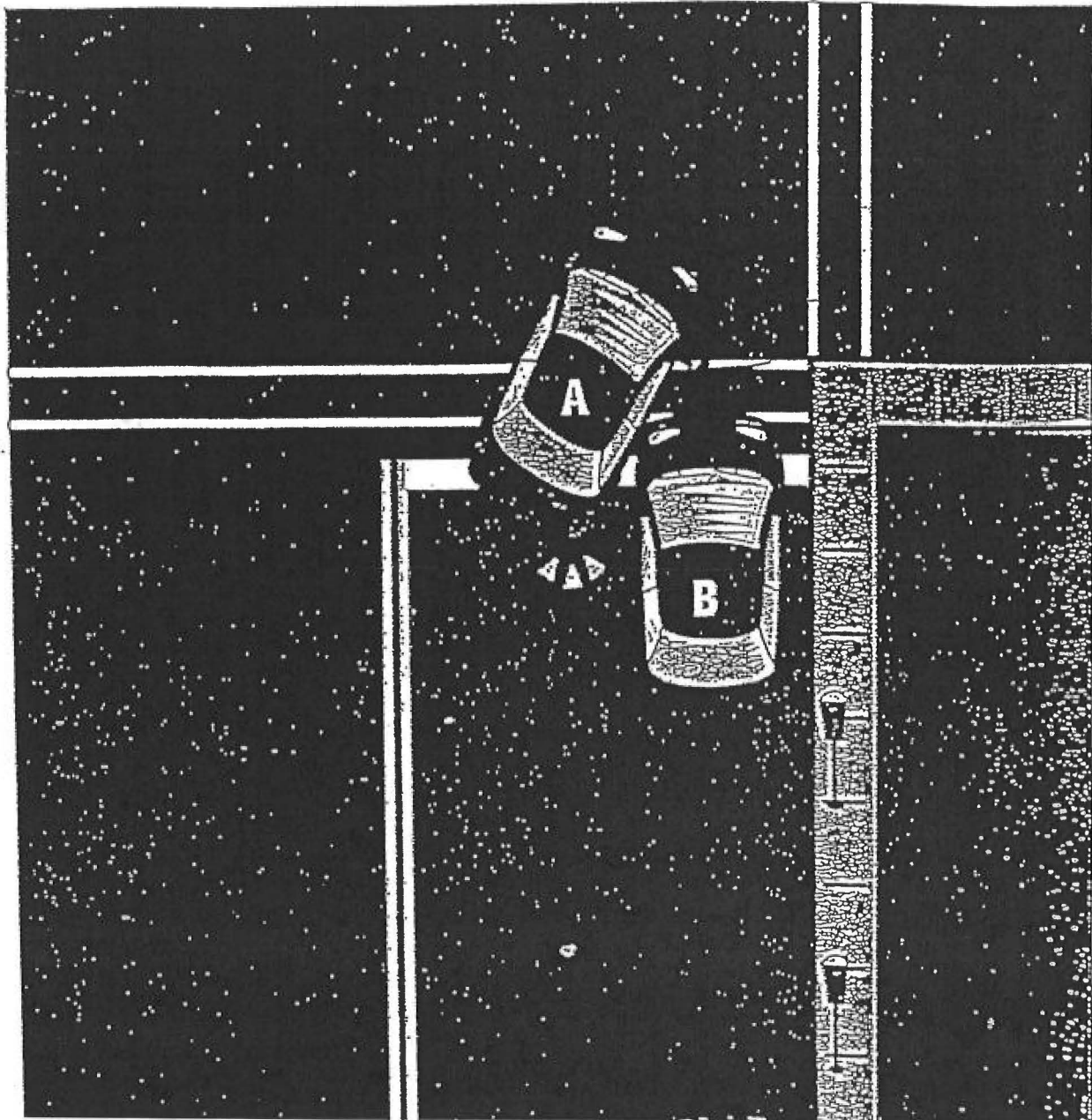
Driver A notices that the driver behind is tailgating. He decides to drive a little bit faster because the



## *Eye of the Beholder*

Seeing that the driver ahead is going to turn soon, Driver B relaxes a bit. After the slowpoke gets out of his way, he'll be home in no time. After a block Driver A hasn't turned yet, even though he has been signaling a turn. The right side of the street is clear of parked cars. Driver B decides that it's time to get around this driver and get on with his evening.

Just as Driver B starts to pass on the right, Driver A turns right. They finally meet each other.



# Driver Conditions

---

## Physical Conditions That Affect Driving Ability

**Age.** We can't change our age, but we can compensate for it. The younger we are, probably the more physical skills and less patience we have. The older we are, probably the fewer physical skills and more patience we have. Each age group should understand these facts and drive accordingly.

**Mobility.** If our bodies are experiencing some limits to their mobility, it's time for us to use our minds to make the necessary adjustments.

**Hearing.** Most drivers assume that their eyesight is their most important sense behind the wheel. After all, our state requires periodic vision tests. But the facts show that hearing is also critically important because it alerts us to what our eyes have not yet seen. That is why smart drivers see to it that they are not operating inside a sonic barrier while out on the road.

**Vision.** This sense, of course, is the primary one at work when we are driving, so we need to give our eyes every advantage. If there are vision impairments, we should try to compensate for them (using headlights, mirrors, glasses, and sun visors, for example) before we turn on the ignition.

**Illness or Use of Medication.** We can't control when we get ill or must be under medication, but we can control how we handle illness behind the wheel. In some cases, that may mean not getting behind the wheel at all.

**Fatigue.** Fatigue or drowsiness is the silent killer on the highways. We have all experienced it and we all know what to do about it. The trick is not to underestimate its seriousness. Here are some typical ways to tell if we are too tired to drive:

- Our thoughts wander.
- We are easily distracted.
- We can't stop yawning.
- Our eyes close or go out of focus.
- We cannot remember driving the last few miles.
- We drift between lanes, tailgate or miss traffic signs.

A fatigued driver is just as dangerous as an impaired driver. If we find ourselves getting sleepy, we need to get off the road as soon as possible and get some rest.

# A Way to Live Longer: Graduated Licensing

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New drivers do not have much behind-the-wheel experience and therefore are at greater risk for collision than other drivers. Instead of granting new drivers unrestricted driving privileges, graduated-licensing systems phase in beginning drivers to full driving privileges as they mature and sharpen driving skills. Graduated licensing allows the new driver to practice driving in low-risk conditions. Driving restrictions include night-driving curfews, limits on the number and ages of passengers and a low- or zero-tolerance blood-alcohol concentration.

Most graduated-licensing systems involve three phases:

- a required length of time with supervised driving practice under certain conditions or restrictions
- a restricted license for a set period of time with unsupervised driving allowed in certain conditions or restrictions
- a full unrestricted license provided the driver has remained free of violation or crashes

Graduated-licensing systems are not a cure for motor-vehicle collisions, but they can reduce the motor-vehicle fatalities and injuries for beginning drivers and can give them a good start to a lifetime of safe and defensive driving.

NOTES:



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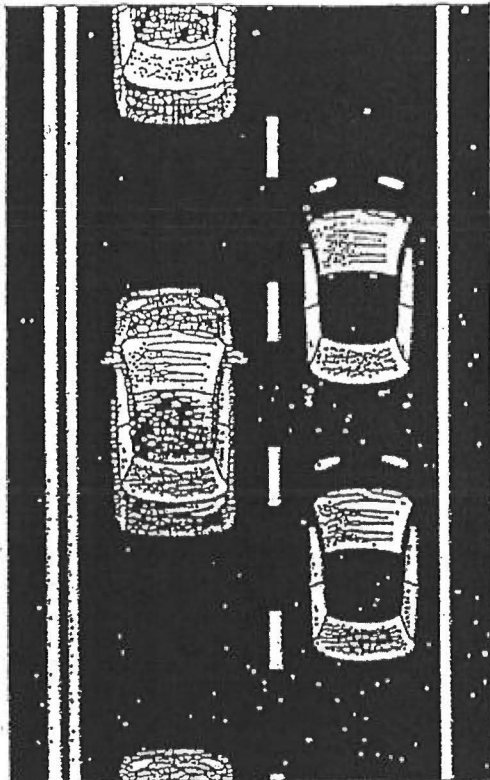
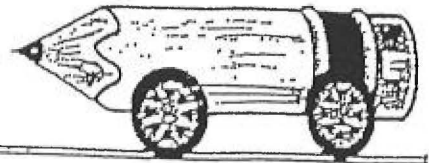
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2

# What Can You Control?



1. You are driving home from work, having worked overtime four days in a row. You are tired and have a long drive home. You want to drive within the speed limit, but the other drivers are passing you as if you were standing still. Worse still, you are driving in the far-right lane, and the driver behind you is riding your bumper.

What are the hazards?

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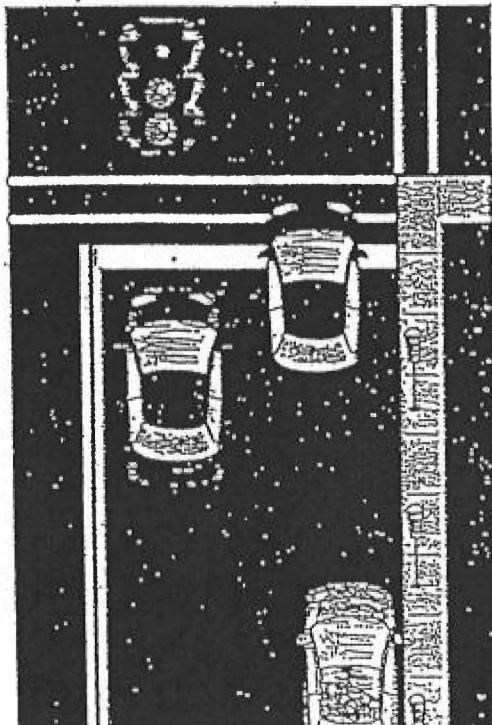
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What can you do to maintain control?

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2. You are at a stop light on a two-way city street. Cars are parked along the right curb. You look into your right outside mirror and see a vehicle coming up next to you. You think that the driver is going to make a right turn, but when the light turns green, the driver steps on the gas, goes straight ahead, and then cuts you off.

What are the hazards?

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What can you do to maintain control?

3. You are on an entrance ramp to an expressway. The traffic on the expressway is crawling. You want to merge into the traffic lane, but no one will let you in. Cars behind you are going around, zooming up on the shoulder and cutting in. You ask yourself, "Why am I waiting to legally merge into the traffic lane when everyone else is passing on the shoulder?"

What are the hazards?

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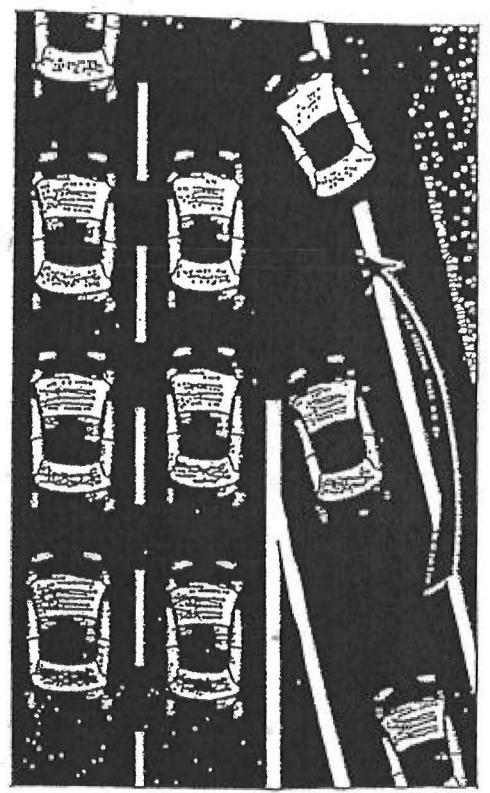
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What can you do to maintain control?

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4. You are on a winding two-lane country road. The vehicle ahead of you is going below the speed limit, and you can't pass because you're in a no-passing zone. There hasn't been any oncoming traffic for miles. You are getting impatient and irritated. You say to yourself, "At least that driver could pull off the road and let me pass."

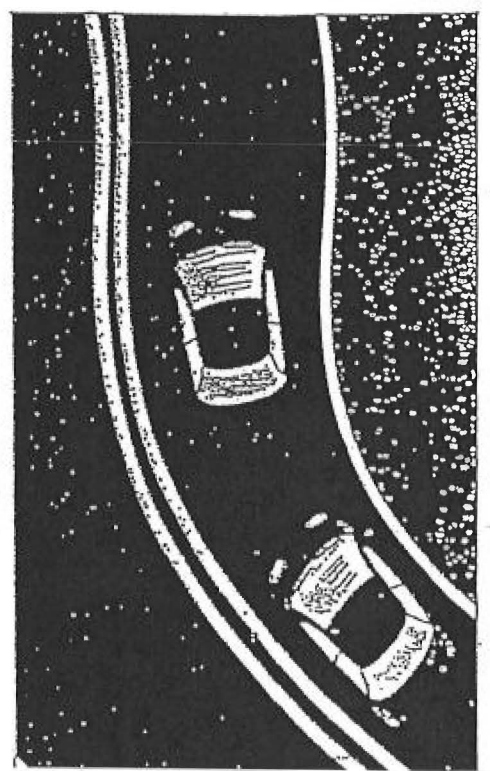
What are the hazards?

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What can you do to maintain control?



NOTES:



# What You Do Is What You Get!

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## Session Objectives

When you have completed this session, you should be able to...

- list the six most common types of driving errors that contribute to collisions.
- identify reasons drivers choose to speed.
- list alternatives to speeding.
- explain how to safely approach and proceed through all intersections.
- identify the hazards involved in passing.
- explain how to evaluate a potential passing situation.
- explain the three steps needed to complete a safe pass.
- explain how to avoid a head-on collision.
- state how to determine safe following distance.

# The Most Common Driver Errors

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The only place speeding will get you faster is trouble!

## 1. Speeding

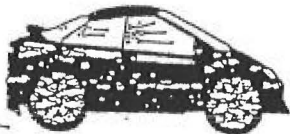
Excessive speed causes problems for everyone. We have all been on the road when another driver is swerving in and out of traffic and exceeding the speed limits. Eventually something will happen. Another driver may pull out in front, someone may stop suddenly or, in the worst case, the speeder will kill or injure someone. Speeding and carelessness can be fatal—and frequently are!

The best way to determine the safest speed to drive is to...

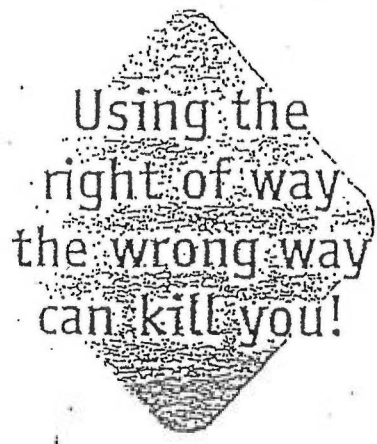
- know the speed limit.
- assess the driving conditions and adjust your speed to those conditions.

In adverse driving conditions even the posted speed limit may be too fast. Just because the speed limit is 65 miles per hour doesn't mean it is safe or wise to drive at 65!

NOTES:



watch for driver who drive the car in front of you



## 2. Right-of-Way Violations

More than half of all urban collisions occur at intersections. In rural areas intersection collisions can be more serious because speeds are higher there. Intersection collisions are usually a result of right-of-way violations. Someone thought he-or she had the right of way. The reality is that the law gives no one the right of way. The law states only who should yield the right of way. Never assume you have the right of way.

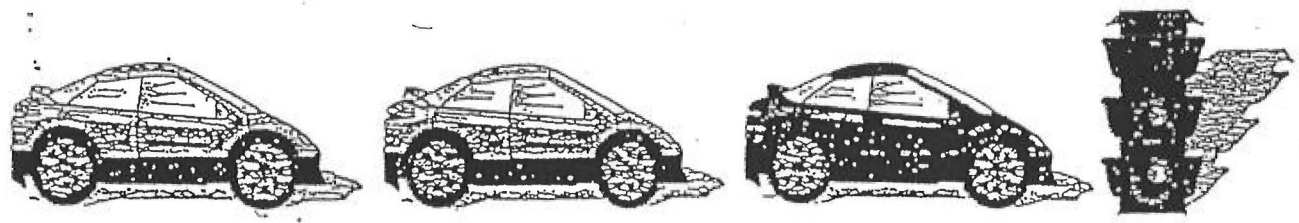
### Avoiding Collisions at Intersections

Many preventable collisions occur at intersections.

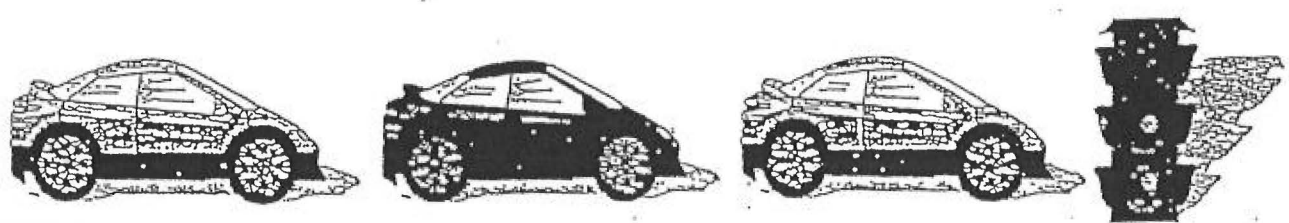
#### Delayed Acceleration

When you are stopped at a traffic light, you will be in one of two situations:

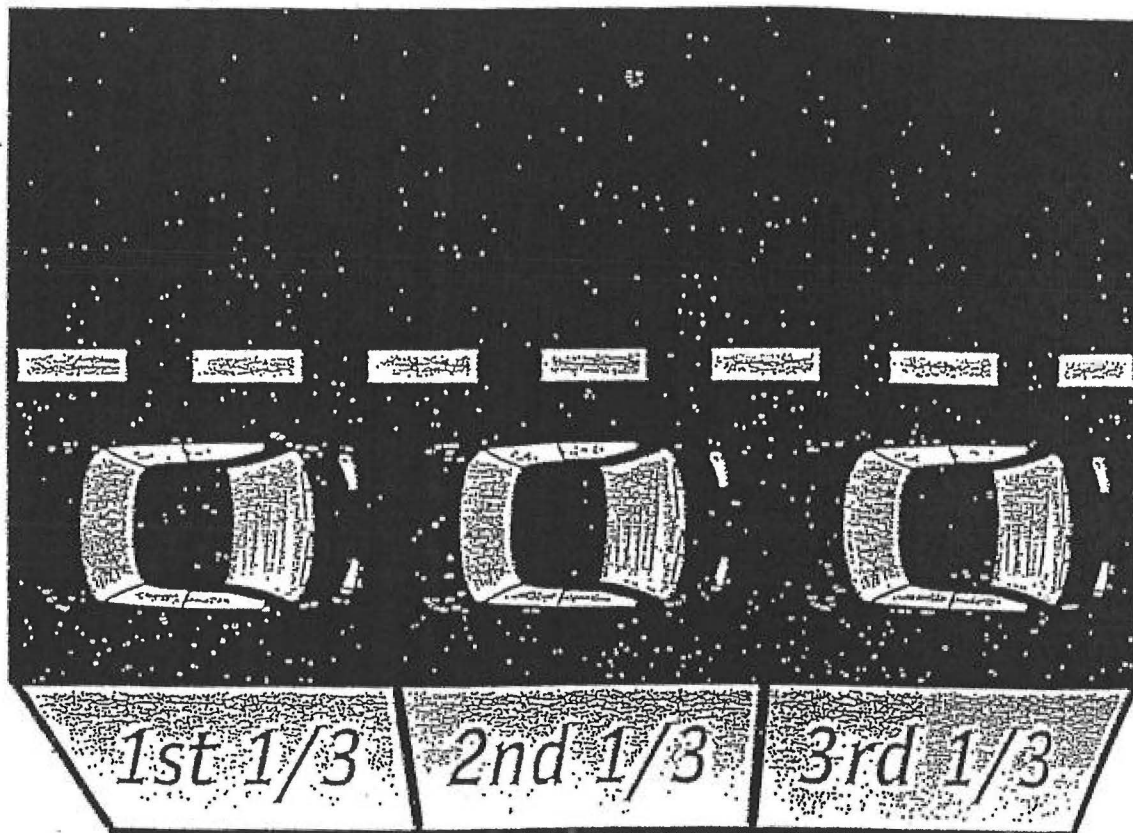
- Yours will be the first vehicle.
- There will be other vehicles ahead of you.



*If you are in the first car, when the light turns green, scan the intersection before you accelerate. Look left, right, straight ahead and left again. This scanning technique will delay your acceleration by two seconds and will help ensure that the intersection is clear before you enter it. Never mind the honkers behind you; they are not the ones going through the intersection first!*



# The Most Common Driving Errors



## Rule of Thirds

When you are approaching any intersection, the "rule of thirds" technique can ensure your safety.

- In the first third of the block, accelerate to a safe and legal speed.
- In the second third of the block, maintain speed. Signal, if making a turn, and get into the proper lane.
- In the final third of the block, cover the brake with your right foot.
- When you see a traffic sign or signal, obey it.
- When approaching an intersection lacking a traffic sign or signal, remember to scan ahead and behind. Don't uncover the brake until you can see that the intersection is clear of traffic.

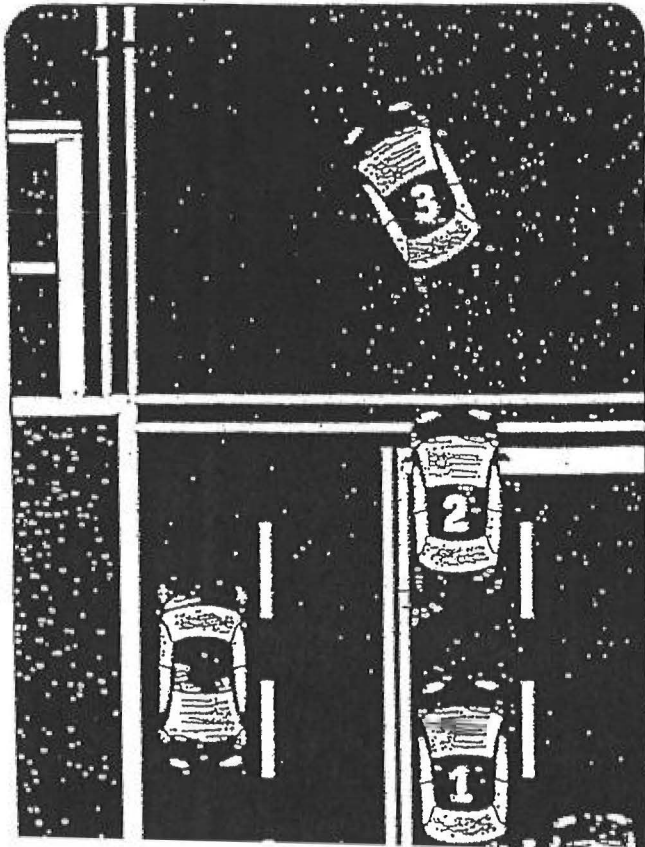


### 3. Turning Improperly

Knowing how to make a safe turn isn't rocket science. It is good judgment and knowledge science. We need to know where we are going, use good judgment to get there; then follow these three steps:

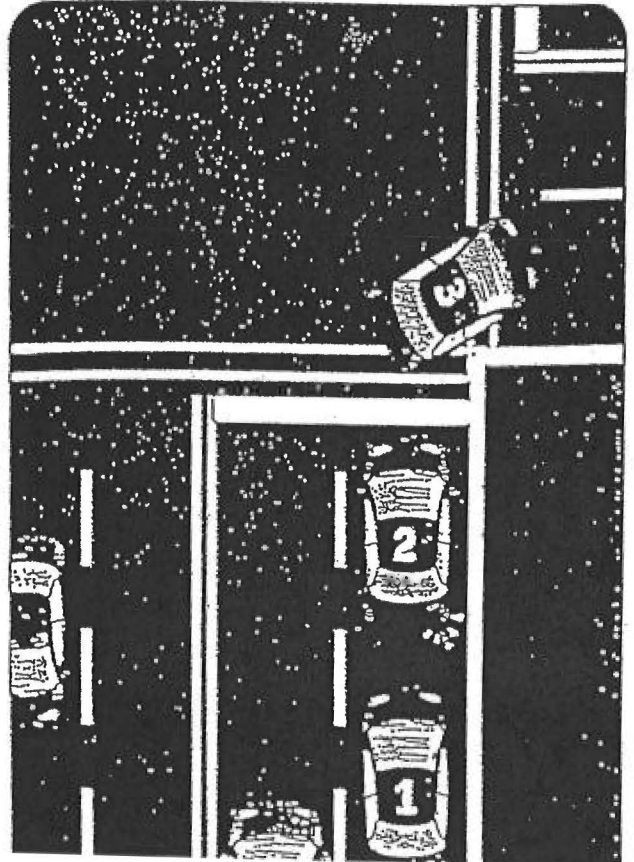
#### Step 1

Get in proper lane position.



#### Step 2

Signal your *intention* to turn.



#### Step 3

Yield and turn *from* the correct lane *to* the correct lane.

# 3

## The Most Common Driving Errors

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Sometimes drivers cut the "corner" during a left turn. You can defend yourself from getting hit by one of these drivers by staying back from the stop line, up to six feet, especially on two-lane roads. This also leaves plenty of room for buses and other large vehicles that may need more room to turn left.



### 4. Driving Left of Center

There are many reasons drivers cross the center line. If we maintain a safe speed, scan the road ahead using the "what-if" strategy, use a safe following distance, and drive slightly to the right in our lane, our chances of facing a hazardous situation are greatly reduced.



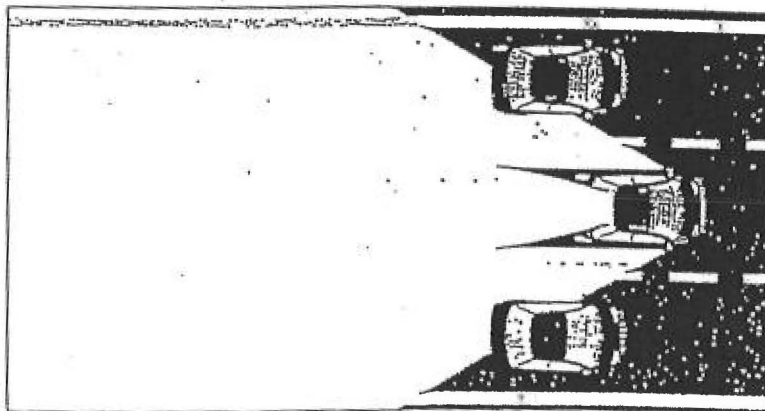
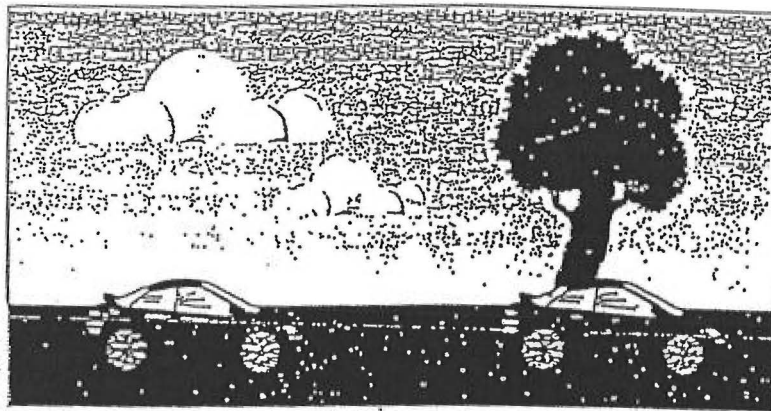
### 5. Passing or Overtaking Improperly

When we are thinking about passing another vehicle, we should ask ourselves, "Is this pass necessary?" If we decide that the pass is necessary, we need to follow these three steps.

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**Step 1** Maintain proper following distance.

- Use the three-second following-distance rule.
- Look ahead; look behind.
- Signal left.
- Check blind spots.



**Step 2** Move left into the passing lane.

- Move left completely into the passing lane.
- Increase speed.
- Signal return to the right lane.
- Check your blind spot on the right.

**Step 3** Complete the pass.

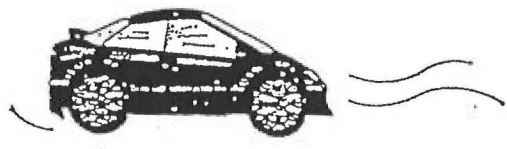


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If the oncoming driver maintains a course to the front of your vehicle, you'll need to make these *split-second decisions*:

- Drive right, not left. Your first reaction may be to swerve left to avoid the oncoming driver in your lane. If you do that, and the other driver recovers, you will have a collision in the other lane.
- Drive, don't skid off the road. You need to maintain control of your vehicle when driving onto the shoulder. Apply hard pressure on ABS; squeeze standard brakes. Take your foot off the accelerator and steer smoothly.
- Hit something soft, not hard. If you have to ride off the road, hit something soft such as bushes or shrubs.
- Hit with a glancing blow. As a last resort, if you have to hit a fixed object or the oncoming vehicle, hit it with a glancing blow. If you hit head-on, the force of impact is greater than it would be if you hit with a glancing blow.

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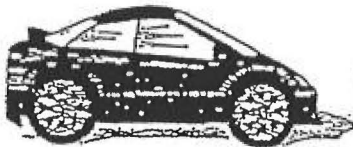
# The Most Common Driving Errors

Tailgating is  
a fast gate  
to disaster!

## 6. Following Too Closely

We all have seen drivers who, either out of habit or ignorance of the hazard, perpetually ride the bumper of the vehicle ahead of them. For some drivers tailgating is a thoughtless habit! Clearly there are hazards involved in following another vehicle too closely. The biggest hazard is a rear-end collision.

Stopping distances for passenger vehicles depend on a variety of factors: the weight of the vehicle, the road, the driver, the weather. When we understand how long it actually takes to stop our vehicle, we know enough to not tailgate.



STOPPING DISTANCE =



PERCEPTION DISTANCE + REACTION DISTANCE + BRAKING DISTANCE



Anti-lock brakes (ABS) make noise and give a noticeable "kick-back," or vibration, from the brake pedal when you push them to the maximum. Don't pull your foot off the brake

Perception distance is the distance the vehicle travels from when an event occurs, such as the brake lights come on, until the driver sees it and recognizes the danger.

Reaction distance is the distance the vehicle travels while the driver is moving his or her foot from the accelerator to the brake.

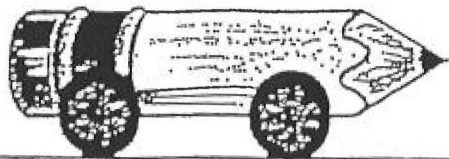
Braking distance is the distance the vehicle travels from the time the brake is applied until the vehicle stops. It is affected by speed and other factors, including weather, road, and vehicle conditions. The following braking distances are based on excellent driving conditions.

At 55 miles per hour,

- Perception distance is 141.2 feet
- Reaction distance is 60.5 feet
- Braking distance is 144 feet

The total stopping distance is 346 feet.

At 65 miles per hour,



# What's Wrong with This Picture?

3

1. Two drivers are playing chase games and swerving in and out of traffic on a three-lane highway. You are in the middle lane and see them approaching very fast in your rear-view mirror. A few seconds ahead of you, a large vehicle has just entered the highway and is changing lanes. The driver is moving to the center lane just as one of the two speeding drivers passes you on one side and the other approaches on the other side.

What are the possible hazards?

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What are your best options to head off this potential problem?

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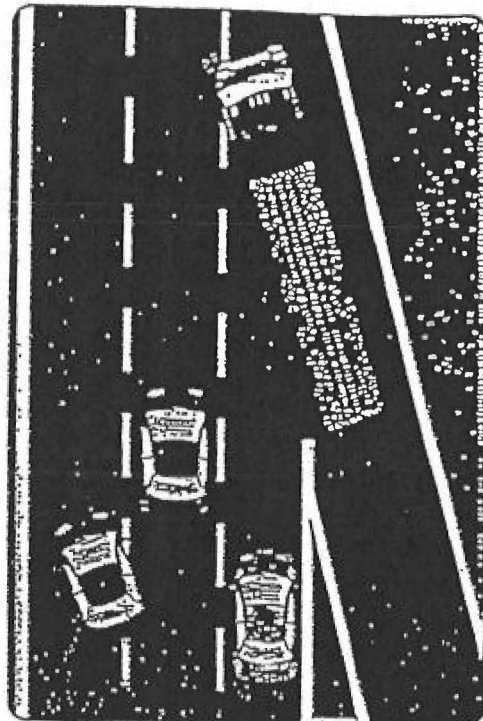
2. You are driving 45 miles per hour on a two-lane road. Up ahead another driver is waiting at a stop sign. As you approach, the driver looks straight at you. You look down to change the radio station, and the driver turns, directly in front of you.

What are the possible hazards?

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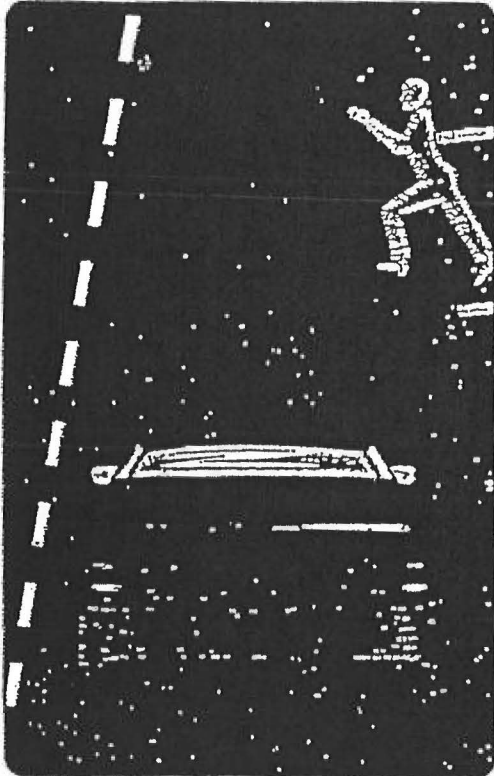
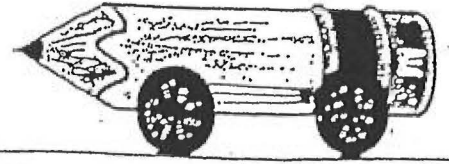
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What are your best options to head off this potential problem?



# 3

## What's Wrong with This Picture?



3. You are traveling on a busy two-way street. When you get to the middle of the block, you notice a jaywalker about to cross the street. You are planning to stop and wave the pedestrian across.

What are the possible hazards?

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What are your best options in this situation?

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4. You are driving 65 miles per hour on a three-lane expressway. Traffic is light. Up ahead, a mini-van suddenly hits the brakes. You can't figure out why the van has hit the brakes, but you have to do something or you'll end up hitting the van.

What are the possible hazards?

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What are your best and safest options?

# The Conditions That Drive Us

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## Session Objectives

When you have completed this session, you should be able to...

- recognize uncontrollable driving conditions that contribute to collisions.
- identify driving hazards associated with these driving conditions in time to avoid them.
- list defensive driving maneuvers that help us maintain control in, and cope with, each uncontrollable driving condition.



# The Conditions That Drive Us

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## 1. Light Conditions

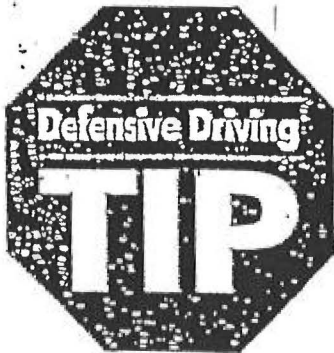
Too much or too little light affects driving. It is important in adverse light conditions to see and be seen. When we encounter too much light, we should properly use our mirrors and sun visors. When we encounter too little light, we need to turn on our headlights to see and be seen.

## 2. Road Conditions

Just like light and weather conditions, road conditions can change fast. The only problem is that we may not always be aware of changing road conditions. We can tell when road conditions change by the sound of our tires on the pavement. If it sounds different, it is different. We need to adjust our speed and following distance to compensate for the condition of the road.

## 3. Traffic Conditions

Thirty years ago traffic conditions were not as varied as they are today. If we lived in a rural area, chances are we didn't need to drive in urban areas. If we lived in an urban area, we probably didn't drive in rural areas very much. In today's mobile society most of us drive in a variety of traffic conditions. We need to adjust our mental frame of mind and our driving to all traffic conditions.



When driving on a winding road, the best way to get safely through a curve is to slow down as you approach the curve; at a point slightly after the apex of the curve, you turn into the curve and then accelerate out of the curve. This should be practiced and used as one smooth step.

# The Conditions That Drive Us

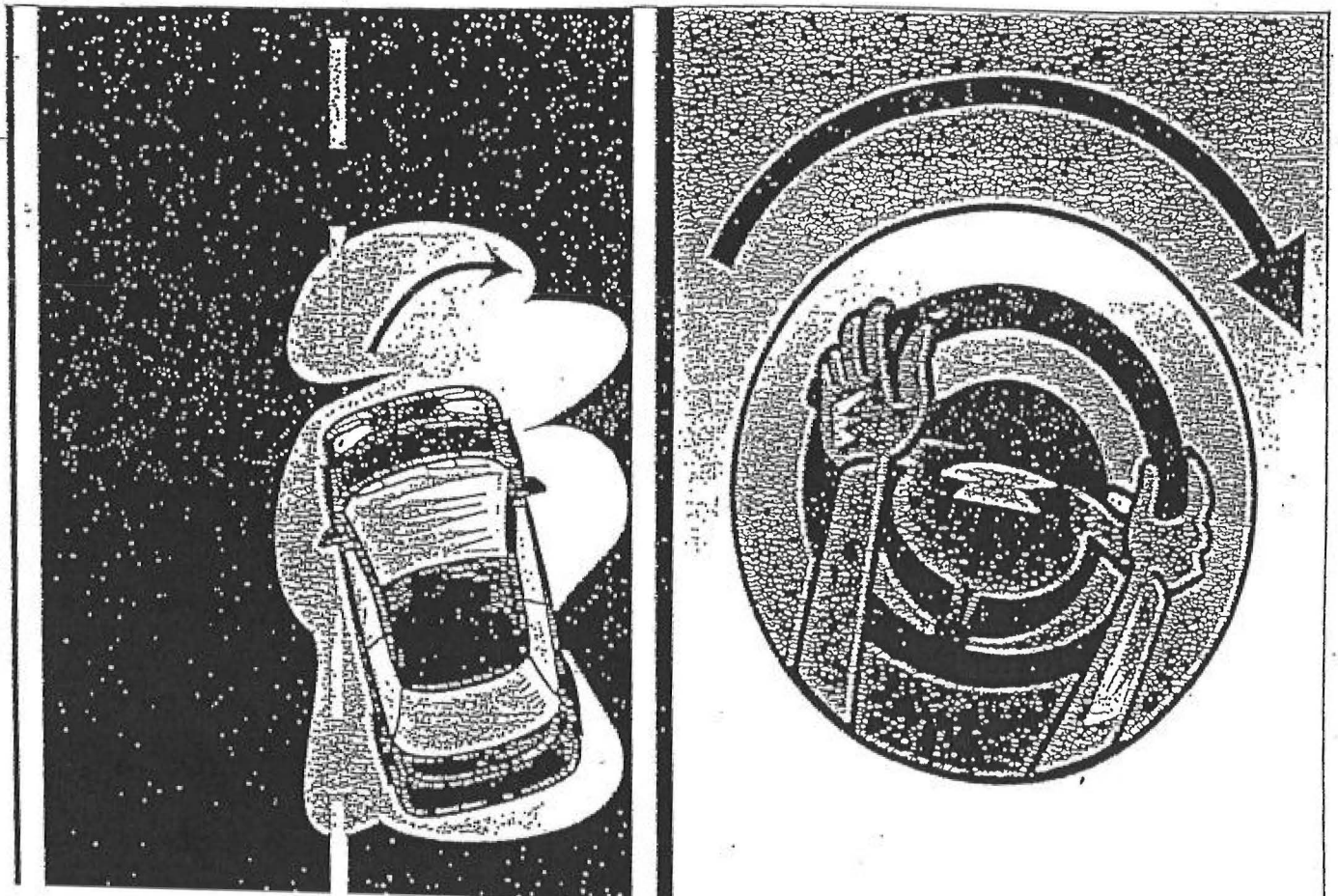
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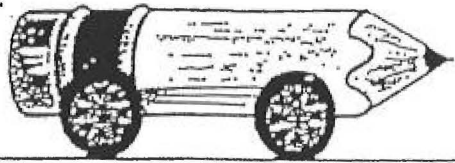
## 4. Weather Conditions

Weather conditions can change fast. We all have been in situations in which one minute it's sunny and the next it's starting to rain or snow. In general, the best defense is to slow down immediately when we encounter an adverse weather condition. The road is the slickest when precipitation starts.

### A Turn for the Worse!

If we are driving too fast for the weather conditions, turning too fast or stopping suddenly, our vehicle may skid. The National Safety Council recommends that when your vehicle begins to skid, you immediately take your foot off the accelerator and turn the steering wheel in the direction you want the front of the vehicle to go.

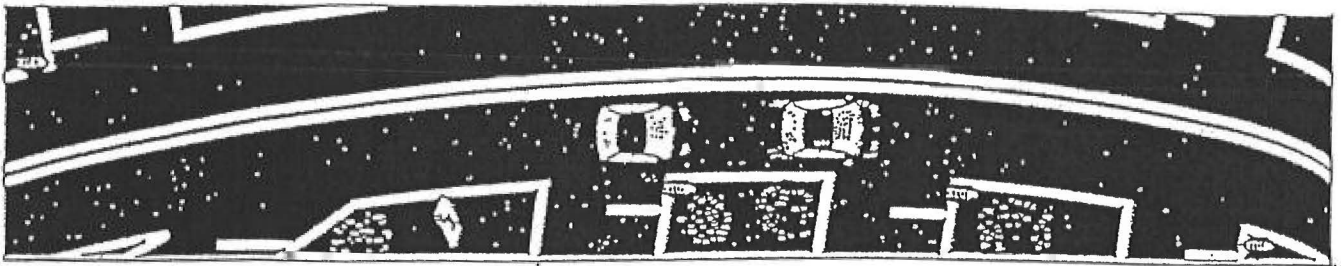




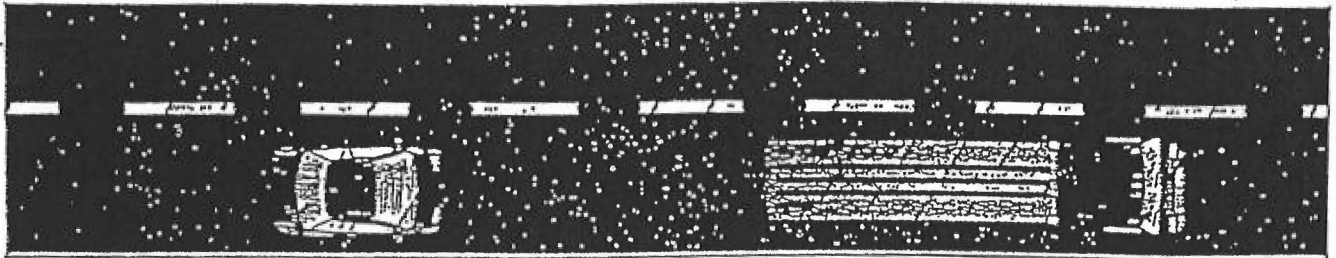
## Be the Following-Distance Expert



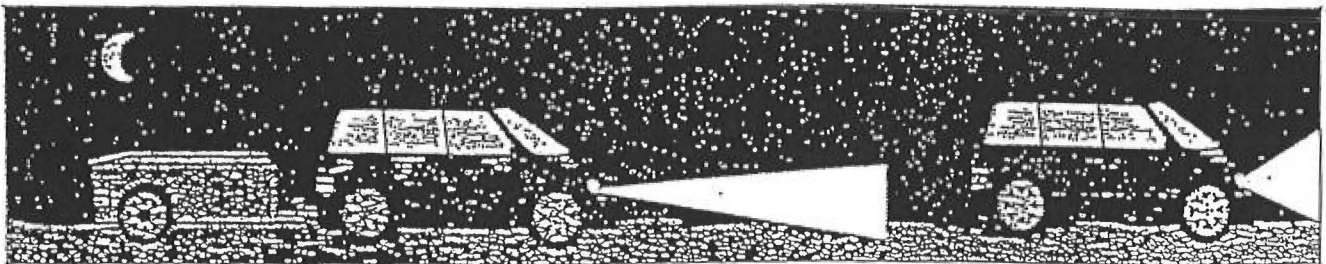
Using what you know about safe following distances, write in the minimum number of following-distance seconds for each situation. Remember, for each adverse condition, add at least another second of following distance.



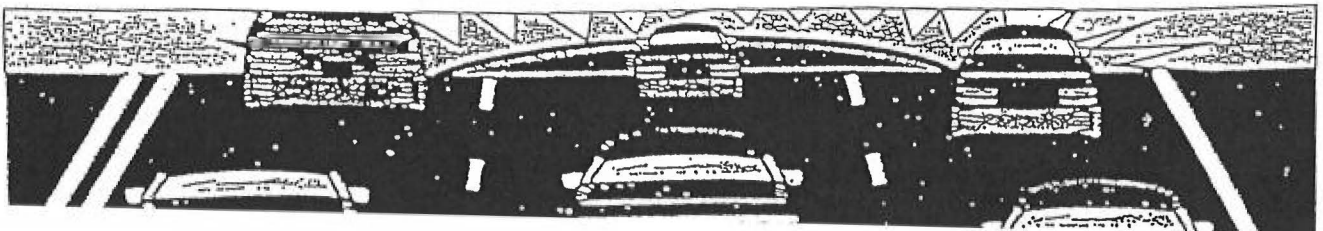
1. Car following car on a hilly and winding two-lane highway with lots of intersecting roads  
Minimum seconds of following distance is 4 SEC.



2. Car following truck on a two-lane rural highway in the rain  
Minimum seconds of following distance is 8 SEC.

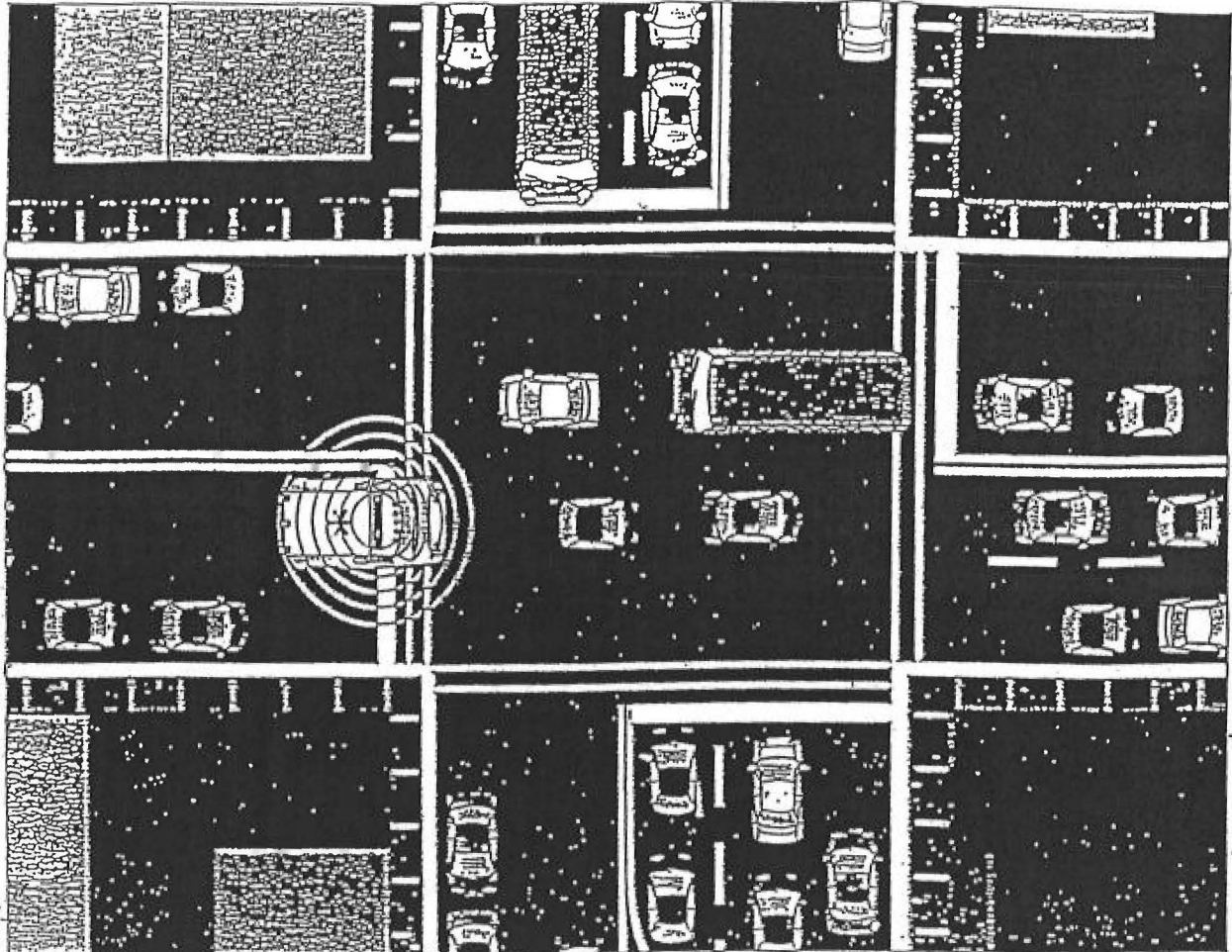


3. Mini-van, pulling small camper at night on a rural gravel road, following another mini-van  
Minimum seconds of following distance is 6 SEC.



# The Conditions That Drive Us

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## Emergency Vehicles

If we were in need of an emergency vehicle, we would want it to get to us fast and not be stopped in traffic. That's how others feel too! So, what's our best move?

Look at the illustration of an emergency-vehicle situation. Circle the vehicles that should move and draw an arrow to where you think each vehicle should move. Place an X on the vehicles that should not move.

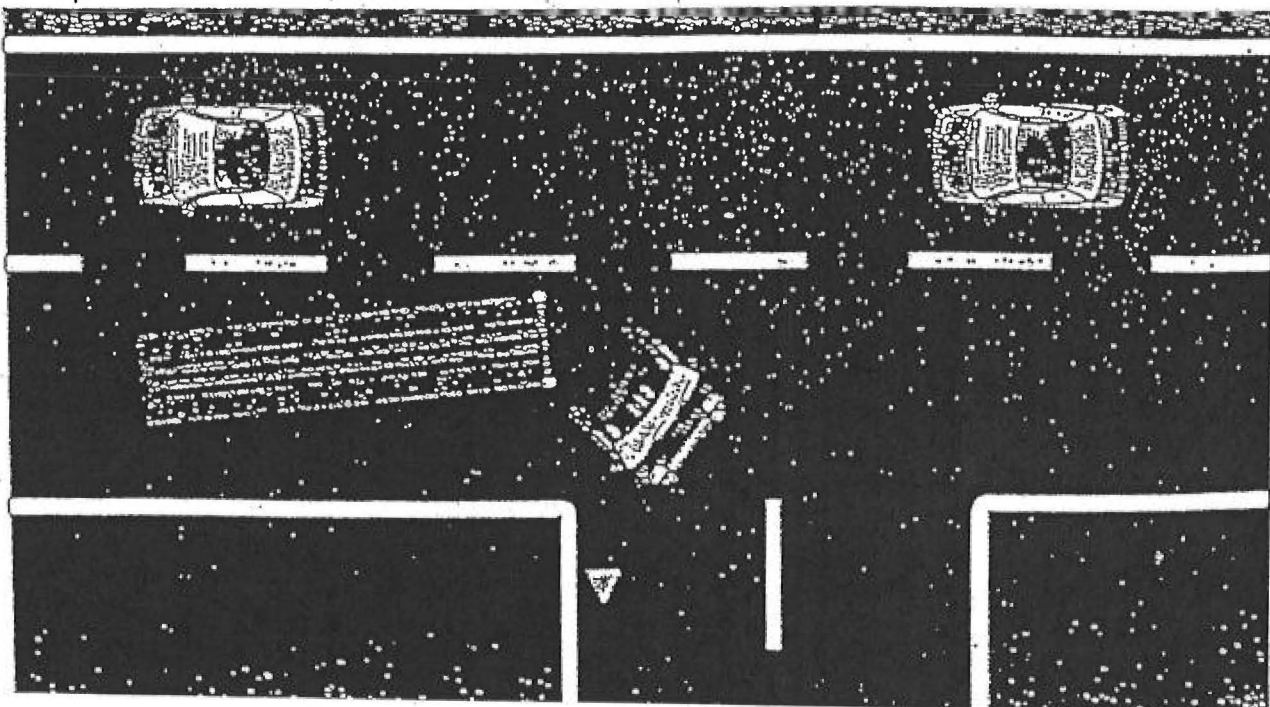
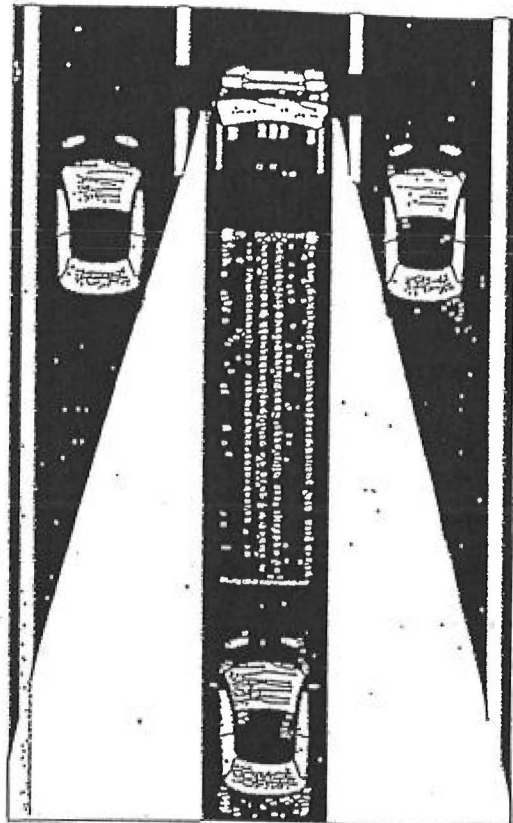
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## Larger Vehicles

For us to drive safely around larger vehicles, we need to recognize a few of the differences between our vehicles and theirs!

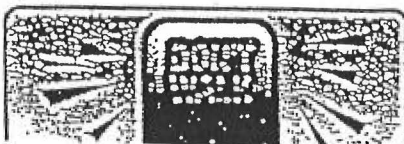
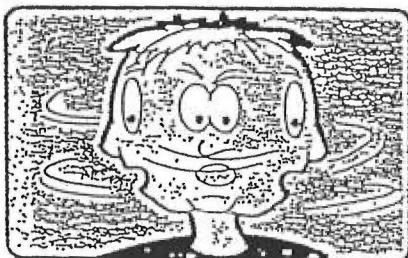
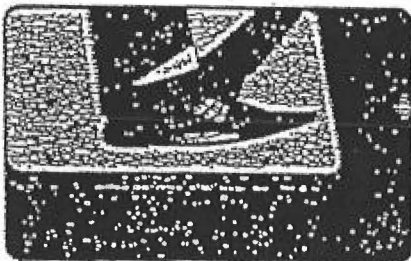
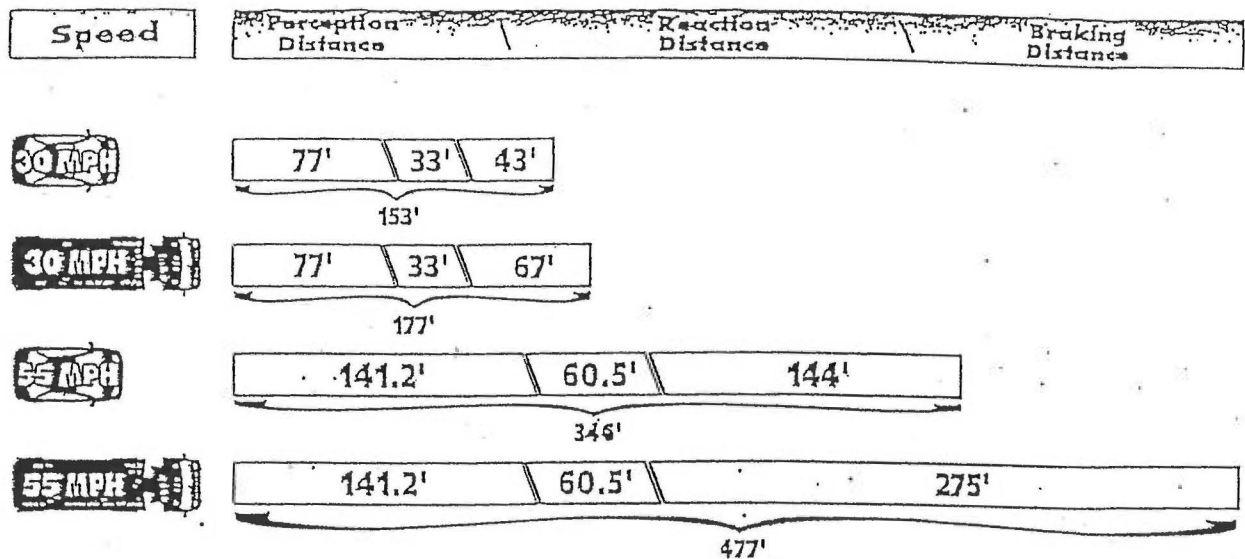
**Blind Spots.** The larger the vehicle, the bigger the blind spot. When following a tractor trailer, develop the safe driving habit of following at a distance that allows you to see both of the truck's outside mirrors. If you cannot see both outside mirrors, the driver cannot see you either. Sharing the road means demonstrating courtesy—helping another driver to see you.

**Turning.** Larger vehicles need more room to turn. The drivers also have been trained to turn as illustrated below.



# The Conditions That Drive Us

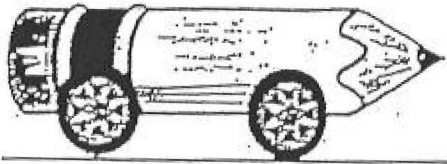
Stopping Distances. The larger the vehicle, the longer it takes for it to stop. At 55 miles per hour, it takes a car 346 feet to stop. Compare that with the chart.



## Pedestrians

At some time or another we are all pedestrians. If we remember that and give pedestrians a human dimension, we will undoubtedly be better, safer drivers. When you are a pedestrian, here are some tips to help make crossing the street a little safer:

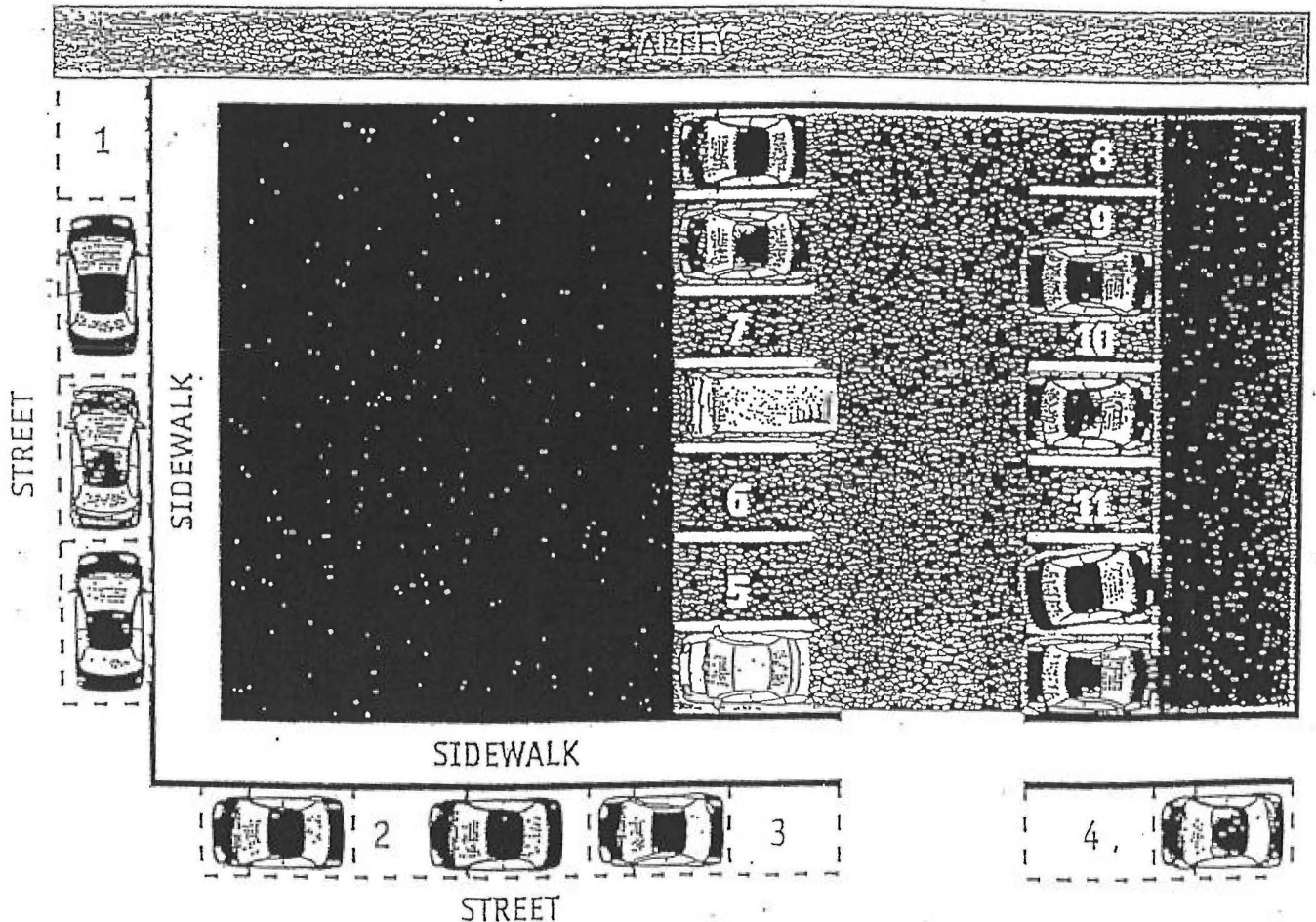
- Always stop at the curb or the edge of the road before entering the street.
- Always look left, right and left again whenever and wherever you cross.
- A flashing "Don't walk" light means "Don't start across the street"—not "Run!"
- If you are walking where there are no sidewalks, walk facing traffic and keep as far to the left as possible.
- Drug-impaired people are safer in a cab or on public transportation than as pedestrians.



# Be the Parking Expert

Below is an illustration of a parking lot. Place an X through the three spaces you think are the safest. Consider these tips before you park:

- Off-street parking is usually better than curb parking.
- Park in the center of the parking space.
- Avoid parking next to a dented or banged-up vehicle.
- Park with your vehicle's wheels straight.



# The Conditions That Drive Us

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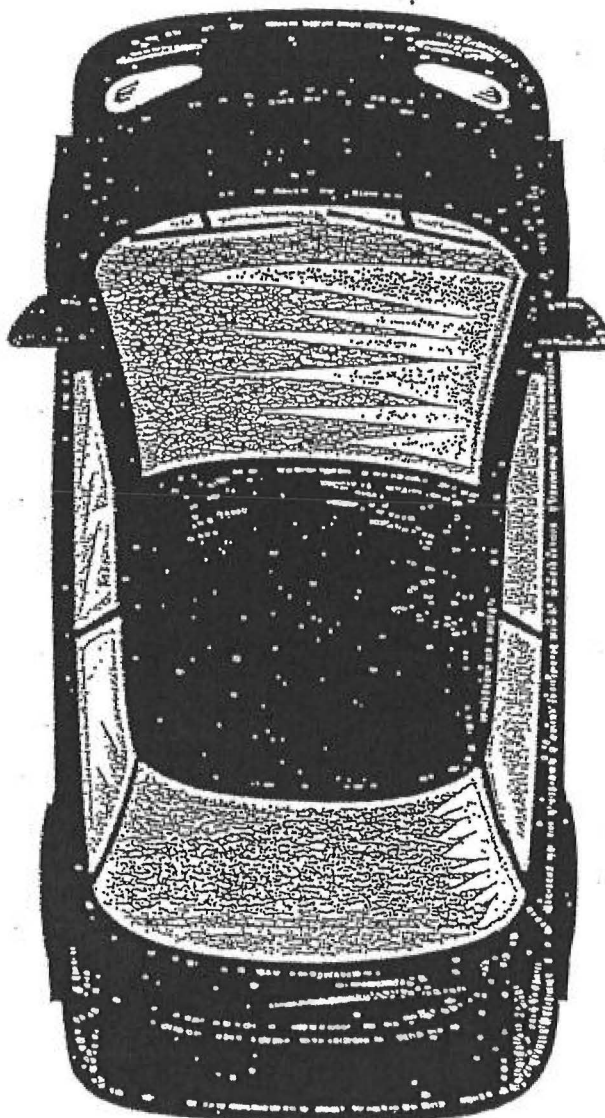
## Vehicle Condition and Inspection Points

Our own vehicle is one whose driving condition we can control. Keeping our vehicle in good working order will help us maintain control in adverse driving conditions.

### Outside the Vehicle

Every day, before getting into your vehicle for the first time, clean your windows and make a pre-trip exterior check.

- Tires
- Taillight
- Turn signals
- Brake lights
- Back-up lights
- Headlights
- Parking lights
- Mirrors
- Under the vehicle
- Windshield wipers and fluids





If your seat is properly adjusted, you will be able to maintain a higher level of concentration and reduce fatigue. In addition, a lot of the information you get about the road condition or the vehicle condition will come through the seat of your pants.

#### Inside the Vehicle

Every time you get into the vehicle, make a pre-trip interior check.

- Make sure all doors are fully closed and locked.
- Adjust your seat if necessary.
- Adjust your head restraint.
- Fasten your safety belt and make sure passengers do too!
- Check to make sure all mirrors are adjusted properly.
- Start the engine.
- Scan the gauges to make sure everything is okay.
- Adjust the vents, windows, and heater or air conditioner for comfort.
- Make sure you are mentally and physically ready to drive.

# The More You Know, the More Maintenance You Can Do!

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## Once a Week

**Oil Level.** Before starting the vehicle, while the engine is cool, check the oil. Pull out the dipstick, wipe it off and reinsert it. Pull it out again to check the oil level. A safe oil-level indication is between the upper- and lower-level marks. If the level is below the lower mark, add a quart of oil into the oil reservoir.

**Washer-Fluid Level.** Check the level of fluid in the holder. A good habit to develop is to fill the fluid when it is half full. Don't wait until it is empty!

**Tires.** Check tire inflation when the tires are cool. A good habit to develop is to check the tires every time you fill the gas tank.

## Once a Month

**Automatic Transmission Fluid.** Check the fluid level. Add the proper fluid if necessary. Check the owner's manual for directions.

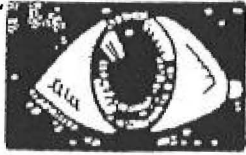
**Brake Fluid.** Check the fluid level. Add the proper fluid if necessary. Check the owner's manual for directions.

## Every Six Months

**Windshield-Wiper Blades.** Check the blades. Replace them if they are hard, cracked or brittle.

**Tires.** Have a mechanic rotate the tires according to the instructions in the owner's manual.

**Power Steering.** Check the fluid level. Add the proper fluid if necessary. Check the owner's manual for directions.



## Eye of the Beholder

It's Driver A's turn to drive for the car pool. Every time Driver A drives, the group is late. It starts to mist lightly. Traffic is slowing down because of road construction ahead. The two lanes merge into one. Driver A turns on the wipers to clean off the windshield and tries to use the wiper fluid. Only a small squirt comes out.

Driver B is late for work and is in a big hurry. He sees the "Road Work Ahead" and "Right Lane Closed" signs. He "doesn't have time" to wait for all the traffic to get through the construction zone. Besides, his motto is "If you snooze, you lose!"

Driver A merges left and stops to wait in line for traffic to move through the construction zone. Finally, after a few minutes, the traffic starts to proceed. Driver B speeds down the right lane, cuts in front of Driver A, and slams on the brakes. Driver A "lays on the horn" and yells at Driver B.



NOTES:



# What Are You Willing to Do?

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150

## Session Objectives

When you have completed this session, you should be able to...

- identify the personal benefits of proper use of occupant restraints for adults and children.
- choose the appropriate defensive driving strategy to avoid a collision in any given driving situation.
- identify personal behaviors and decisions you will make in future driving situations to avoid collisions and violations.
- successfully complete the course post-test with 80 percent correct answers.

# Occupant-Protection Systems

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Most newer vehicles are equipped with several occupant-protection systems. Those we are most familiar with are safety belts and air bags.

Additionally, seats, head restraints and door locks also play a role in occupant safety. For example, reclining your seat back can decrease the effectiveness of your safety belts. Properly adjusted head restraints can help protect your neck and head, especially during rear-end collisions. Unlocked doors increase the chance of their opening during a collision.

To get maximum protection from your occupant-protection system, check the following items before you put your car in gear:

- Make sure everyone in the vehicle is properly secured in a safety belt.
- Be sure to use both shoulder and lap belts.
- See that infants and small children are properly secured in a child safety seat in the back seat.
- Be sure that all doors and tailgates (if applicable) are closed and locked.
- Ensure that seat backs are upright and head restraints are properly adjusted.
- Make sure there are no loose items that could be thrown around during a collision or sudden stop.

## Safety Belts

- They protect you by absorbing the force of a crash.
- They help you stay in control of your vehicle by keeping you in your seat.
- They help you survive in a crash. You have a better than 50-percent chance of surviving a crash when you buckle up.

# Occupant-Protection Systems

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## Facts About Air Bags

Air bags housed in the steering wheel or dashboard inflate only when needed—in a frontal collision. In general, these air bags inflate in severe frontal crashes only. A severe collision is similar to a collision into a parked vehicle of similar size and weight at 10–12 miles per hour or faster. Air bags do not inflate in a moderate frontal collision or during a rear impact, side impact or rollover.

Side-impact air bags are now included in some vehicle models. A severe side impact causes the bag to inflate, to cushion drivers or passengers from the door and the side window close to them.

*Why are drivers concerned?* Most new cars have air bags for front-seat passengers. When used with lap and shoulder belts, air bags work very well to protect older children and adults who ride facing the front of the car.

Air bags do not work well with rear-facing child seats (those used for infants). An infant in a rear-facing child seat must ride in the back seat of the vehicle.

Air bags can seriously injure or kill an unbuckled, or improperly buckled, child or adult who is sitting too close to the air-bag-equipped dashboard or who is thrown toward the dashboard during emergency braking.

In a crash the air bag inflates at a speed of approximately 200 miles per hour. It can hit anything close to the dashboard with enough force to cause severe injuries or death. Because the back of a rear-facing child seat is very close to the dashboard, the seat can be struck with enough force to cause serious, or fatal, injuries to a baby.

Even older children (who have outgrown child seats) are at risk from a deploying air bag if they are not properly restrained with lap and shoulder belts and are not far enough from the dashboard.

What can you do? Make sure that everyone in the front seat is properly buckled up and seated as far back from the air bags as is possible. The rear seats are the safest place for children of any age—but at least up to age 12—to ride.

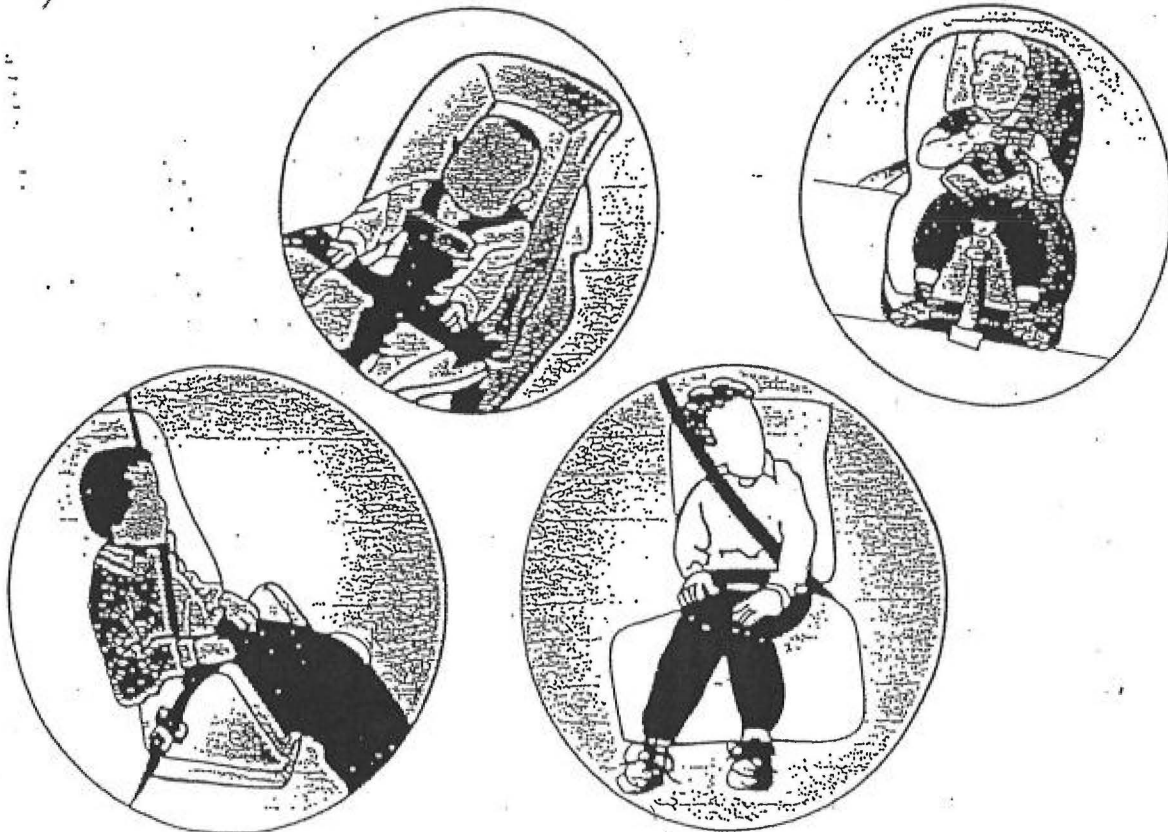
Make sure that all young children are properly secured in a child safety seat and older children by lap and shoulder belts. Know how to properly install your child seat in the vehicle. Read both the owner's manual and the instructions for the child safety seat.

## Child Safety Seats

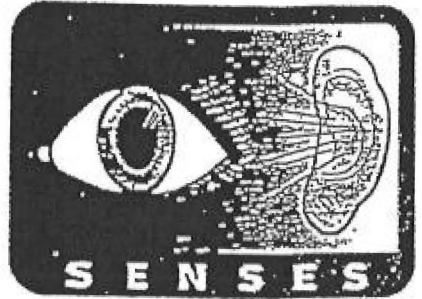
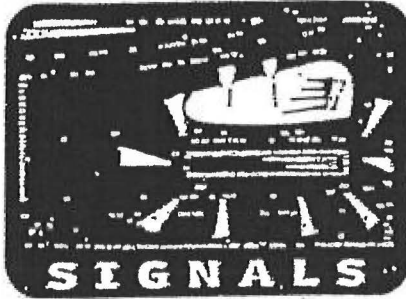
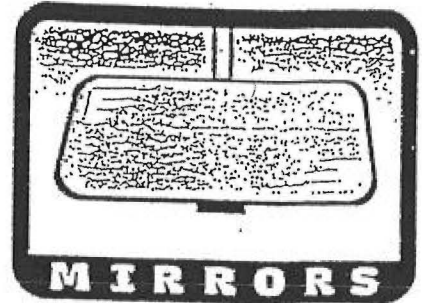
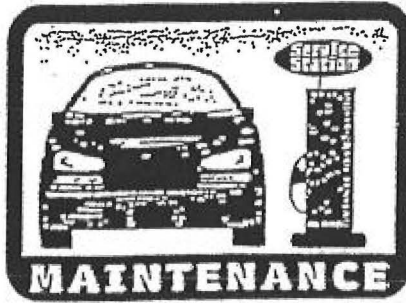
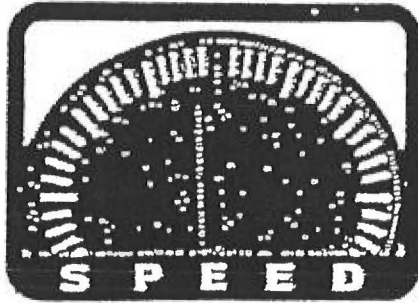
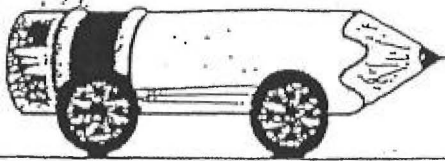
Children who are not properly restrained in safety seats or seat belts have a greater chance of being thrown about in a collision, incurring serious injuries or dying. All 50 states, the District of Columbia and Puerto Rico have "car-safety seat laws" for child passengers. All of these are "primary" laws.

Babies up to at least one year in age and weighing less than 20 pounds should always ride in a rear-facing seat. Children older than age one and weighing at least 20 pounds may ride in a child safety seat that faces the front of a vehicle.

Those between the ages of four and seven or eight should use auto booster seats with both lap and shoulder belts (models with a shield are used with a lap belt alone).







In the space below write exactly what you are willing to do to prevent negative driving consequences to you or your friend. Take some time to think about it. It is a matter of life or death.

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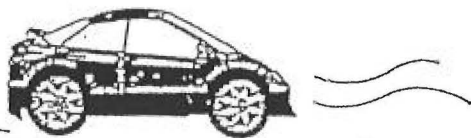
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NOTES:



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## Part B

Think about your driving attitudes before this course and now after this course. Please be candid. These questions are for your personal use only. Circle the letter of your response to these statements:

D = Disagree, S = Agree somewhat, A = Agree.

- |   |   |   |    |   |
|---|---|---|----|---|
| D | S | A | 1. | I think this course has made a difference in my attitudes toward other drivers.   |
| D | S | A | 2. | I have learned how better to control my emotions and actions behind the wheel.  |
| D | S | A | 3. | I realize that driving requires all of my attention, so I will give driving my full attention.                                    |
| D | S | A | 4. | I think the best way to judge the safest speed to drive is to consider the driving conditions, the speed limits and my condition. |
| D | S | A | 5. | I think it is best to obey traffic signs and signals even when I don't think I'll get caught if I disobey them.                   |
| D | S | A | 6. | I think it is in my best interest to prevent violations and collisions.   |
| D | S | A | 7. | I will always wear my safety belt and ask others in my vehicle to do the same.  |
| D | S | A | 8. | I will always consider the consequences to myself and others before I choose risky driver behavior.                               |

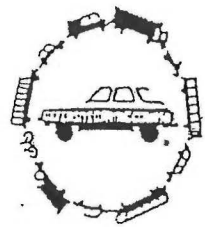
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## Some Important Points About Control and Responsibility

- You are the only person who can control your behavior behind the wheel.
- You should make your own decisions and not give up control of your vehicle to other drivers or to random emotions.
- Even though there are driving conditions you cannot control (light, weather, road, traffic and other drivers), you can control your actions and how you deal with those conditions.
- For every decision you make, there are consequences. The consequence of safe driving decisions is that you will make it to your destination safely.
- The consequences of poor driving decisions can range from a traffic violation to an injury, a crash or even a fatality.

## The Habits of Defensive Driving

- Evaluate the driving conditions before driving, as well as block by block and mile by mile.
- Scan the street and road ahead. Use the "what-if" strategy.
- Always maintain personal control, no matter what other drivers do!
- Practice and use the three-second or three-second-plus following-distance rules.
- Always have an "out," a plan for any hazardous situation. Recognize the hazard, understand the defense and act correctly—in time. Again use the "what-if" strategy.
- Remember to give other drivers the benefit of the doubt. Show courtesy, respect and dignity.
- Always wear your safety belt.



# DDC Registration Form

1.

Driver License Number

2.

Last Name

3.

First Name

4.

Middle Initial

5.

Mailing Address on Driver License

6.

City

7.

State

8.

Zip Code

9.

Your Home Phone

10.

Your Work Phone

11.

Date of Birth

12.  Female  Male

14.

Eye Color

13. What is your age?  
Place an X in the correct box.

- (0)  15 to 18    (5)  45 to 54
- (1)  19 to 21    (6)  55 to 64
- (2)  22 to 25    (7)  65 to 74
- (3)  26 to 34    (8)  75 and over
- (4)  35 to 44

15. Which phrase best describes why you are taking this course?

- Employee safety training
- Court referral-traffic ticket
- Civic group program
- Point reduction

# STATEMENT OF EXPERIENCE

12a- Application

## Statement of Transferee's Experience

Transferee's Managing Member is the former Vice President of Super Taxi of North America, a Transdev Company. He ran operations throughout the country in multiply locations (including Kansas City Missouri, Jacksonville, Florida and Boulder, Colorado) for over 30 years.

# **CERTIFICATE OF ORGANIZATION**

**12b- Application**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

08/02/2019

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

WHC PA, LLC

I, Kathy Boockvar, Acting Secretary of the Commonwealth of Pennsylvania, do hereby certify that the foregoing and annexed is a true and correct copy of

Creation Filing filed on Apr 8, 2019 - Pages (2)

which appear of record in this department.



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


*Kathy Boockvar*

Acting Secretary of the Commonwealth

Certification Number: TSC190802141118-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

|  |  |
|--|--|
| <input checked="" type="checkbox"/> Return document by mail to:<br>Foulston Siefkine, LLP - Attn: Teresa Friend<br>Name<br>9225 Indian Creek Parkway, Suite 800<br>Address<br>Overland Park, Kansas 66210<br>City State Zip Code | <p style="text-align: center;">Certificate of Organization<br/>Domestic Limited Liability Company<br/>DSCB:15-8821 (rev. 2/2017)</p>  <p style="text-align: center;">TML190423MC1801</p> |
| <input checked="" type="checkbox"/> Return document by email to: <a href="mailto:tfriend@foulston.com">tfriend@foulston.com</a>  |  |

Read all instructions prior to completing. This form may be

Fee: \$125       I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of 15 Pa.C.S. § 8821 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company is: WHC PA, LLC  
*(designator is required, e.g., "company," "limited" or "limited liability company" or any abbreviation thereof)*

2. Complete part (a) or (b) – not both:

(a) The address of this limited liability company's registered office in this Commonwealth is:  
*(post office box alone is not acceptable)*

| Number and Street | City | State | Zip | County |
|-------------------|------|-------|-----|--------|
|-------------------|------|-------|-----|--------|

(b) The name of this limited liability company's commercial registered office provider and county of venue is:

|   |                |
|---|----------------|
| <u>c/o: National Registered Agents, Inc.</u>  | <u>Dauphin</u> |
| Name of Commercial Registered Office Provider | County         |

3. The name of each organizer is *(all organizers must sign on page 2)*:

William M. George

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4. Effective date of Certificate of Organization *(check, and if appropriate complete, one of the following)*:

The Certificate of Organization shall be effective upon filing in the Department of State.

The Certificate of Organization shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date (MM/DD/YYYY) Hour (if any)

PA DEPT. OF STATE

APR 08 2019

PA DEPT. OF STATE

APR 22 2019

DSCB:15-8821-2

**5. Restricted professional companies only.**

*Check the box if the limited liability company is organized to render a restricted professional service and check the type of restricted professional service(s).*

The company is a restricted professional company organized to render the following restricted professional service(s):

- Chiropractic
- Dentistry
- Law
- Medicine and surgery
- Optometry
- Osteopathic medicine and surgery
- Podiatric medicine
- Public accounting
- Psychology
- Veterinary medicine

**6. Benefit companies only.**

*Check the box immediately below if the limited liability company is organized as a benefit company:*

This limited liability company shall have the purpose of creating general public benefit.

*Optional specific public benefit purpose. Check the box immediately below if the benefit company is organized to have one or more specific public benefits and supply the specific public benefit(s). See instructions for examples of specific public benefit.*

This limited liability company shall have the purpose of creating the enumerated specific public benefit(s):

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7. For additional provisions of the certificate, if any, attach 8½ x 11 sheet(s).

IN TESTIMONY WHEREOF, the organizer(s) has (have) executed this Certificate of Organization this

26th day of March, 2019

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

# **STATEMENT OF CORPORATE CHARTER PURPOSE**

**12b- Application**

## STATEMENT OF CORPORATE PURPOSE

TO ENGAGE IN AND DO ANY LAWFUL ACT CONCERNING ANY OR ALL LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE ORGANIZED UNDER THE PENNSYLVANIA BUSINESS CORPORATION LAW, AS AMENDED, INCLUDING BUT NOT LIMITED TO THE TRANSPORTATION OF PERSONS IN LIMOUSINE SERVICE.

**LIST OF CORPORATE OFFICERS /  
STOCKHOLDERS**

**12b- Application**

**LIST OF CORPORATE OFFICERS AND STOCKHOLDERS**

WILLIAM M. GEORGE IS 100% OWNER AND MANAGING MEMBER OF WHC, PA, LLC

WHC PA, LLC  
Subsidiaries

### Schedule 3.7

#### Subsidiaries

1. Silver Lining Motors, LLC, a Missouri limited liability company (owns vehicles).
2. SLM Realty, LLC, a Missouri limited liability company (to hold vehicle show room in Kansas City in connection with proposed transaction with the DeBruce Companies)
3. WHC COS, LLC, a Colorado limited liability company (Colorado Springs).
4. WHC FL, LLC, a Florida limited liability company (Pensacola).
5. WHC FTC, LLC, a Colorado limited liability company (Fort Collins).
6. WHC KY, LLC, a Kentucky limited liability company (Louisville; not yet operational)
7. WHC MS, LLC, a Mississippi limited liability company (Gulfport; not yet operational)
8. WHC NE, LLC, a Nebraska limited liability company (Omaha)
9. WHC NM, LLC, a New Mexico limited liability company (Albuquerque)
10. WHC AL, LLC, an Alabama limited liability company (Mobile)
11. WHC PA, LLC, a Pennsylvania limited liability company (Pittsburgh)
12. WHC MDA, LLC, a Maryland limited liability company (Anne Arundel County)
13. WHC Jimmy, LLC, a Maryland limited liability company (Baltimore)
14. WHC MD, LLC, a Maryland limited liability company (Baltimore)
15. WHC BAL Association, LLC, a Maryland limited liability company (Baltimore; to own equity interest in new permit-holding association to be formed by Transdev immediately before closing)
16. WHC TT, LLC, a Maryland limited liability company (Montgomery County)
17. WHC VA, LLC, a Virginia limited liability company (Dulles)
18. WHC JAX, LLC, a Florida limited liability company (Jacksonville)
19. WHC WPB, LLC, a Florida limited liability company (West Palm Beach; taxi cab business)

20. WHC WPB Bus, LLC, a Florida limited liability company (West Palm Beach; to employ bus drivers for contracted bus services)
21. WHC KCL, LLC, a Missouri limited liability company (Kansas City)
22. WHC KCT, LLC, a Missouri limited liability company (Kansas City; for taxi cab business)
23. WHC SAF, LLC, a Missouri limited liability company (Kansas City; provides contracted paratransit services)
24. WHC KSD, LLC, a Missouri limited liability company (Kansas City; to provide drivers for contracted paratransit services)
25. WHC KLD, LLC, a Missouri limited liability company (Kansas City; provides drivers for chauffeured services)
26. WHC KCT Adjusting, LLC, a Missouri limited liability company (Kansas City; to provide third-party claims adjuster services)
27. WHC zTrip, LLC, a Missouri limited liability company (Kansas City; to hold zTrip brand and technology)

\* 11-27 have been formed for the purpose of the Transdev Transaction.