

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

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of PTG Bus, LLC  
(Applicant/Transferee-Buyer)

as a Common carrier, described at Docket  
(common - contract)  
A-00120862

No. A-2011-2230099, Folder No. N/A, issued to

Pittsburgh Transportation Group Charter Services  
(Transferor – Seller)

for transportation of Persons  
(persons – household goods)

**SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION**

1. PTG Bus, LLC  
(Full and Correct Name of Applicant/Transferee)

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

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

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

3. 1825Liverpool Street  
(Business Street Address) (P. O. Box, If Any)

Pittsburgh Allegheny PA 15233  
(City) (County) (State) (Zip)

(412) 527-2070 JCampolongo@ztrip.com  
(Telephone) (E-mail Address)



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

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
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 9/22/2023 (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. If applicant, its 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.

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.

11. The reason for the transfer is

Pursuant to an Asset Purchase, attached hereto  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12.

a. 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.

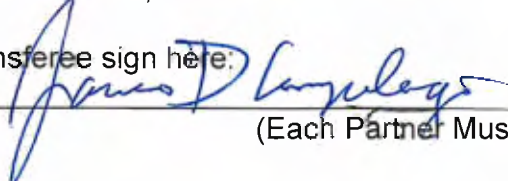
b. Attach the following, as appropriate (check those attached):

- 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:  1/17/24  
 (Each Partner Must Sign) (Date)

(Corporate Seal)

Transferor sign here:  1/17/24

(Corporate 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)**


Juan Hernandez, Pittsburgh Transportation Group Charter Services

(Print Name)	(Signature)	(Date)
Juan Hernandez		1/17/24
(Print Name)	(Signature)	(Date)

(Print Name)	(Signature)	(Date)
--------------	-------------	--------

**TRANSFeree (BUYER)**

James D. Campolongo, PTG Bus, LLC

(Print Name)	(Signature)	(Date)
James D. Campolongo		1/17/24
(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.

PTG Bus, LLC			
<b>Legal Name of Applicant</b>			
N/A			
<b>Trade Name, if any</b>			
1825 Liverpool Street	Pittsburgh	PA	15233
<b>Street Address (principal place of business)</b>	<b>City or Municipality</b>	<b>State</b>	<b>Zip Code</b>

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.

James D. Campolongo, sole owner of PTG Bus, LLC, 1825 Liverpool Street  
Pittsburgh, PA 15237. (412) 527-2070

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

The managing member of PTG Bus, LLC, James Campolongo, is a Partner in WHC Worldwide, LLC which is the owner/operator of WHC PA, LLC, a PUC certified carrier. (See also Mr. Campolongo's verified statement).

3. Describe the applicant's business experience, particularly any experience relating to the operation of a transportation service. If practical experience is lacking, please provide an explanation and description of any education or training that you believe may be relevant.

Please see attached.

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.

Please see attached

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

Please see attached

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.

Please see attached

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.

Plan to use 84 vehicles for the business. This number of vehicles will more than cover the daily contracted service that will be operated by PTG Bus LLC and allows for about 15 extra buses as back-ups and for additional charter work. See separate sheet for **VEHICLE LIST**.

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SEATING CAPACITY</u>	<u>VEHICLE ID #</u>
See attached VEHICLE LIST				

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

Please see attached

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.

PTG Bus LLC has written quotes in hand from Lancer Insurance Company to insure all vehicles. The cost of the insurance is already factored into the overall anticipated operating costs and projected budget.

Please see attached

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

Please see attached

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?

  X   YES             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 therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

*James D. Cuzaloga*  
(Signature)  
Managing Member  
(Name and Title, printed or typed)

1/17/24  
(Date)

Please see attached.

**Statement of Financial Position (Balance Sheet)**  
**As of January 4, 2024**  
**(Must be less than 6 months old)**

ASSETS

Current Assets			
Cash	<u>\$1,000,000.00</u>		
Accounts Receivable	<u>                    </u>		
Notes Receivable	<u>                    </u>		
Other Current Assets (Specify)	<u>\$61,495</u>		
Total Current Assets			<u>\$1,061,495.00</u>

Tangible Assets			
Motor Vehicle Equipment	<u>\$2,100,000.00</u>		
Less: Accumulated Depreciation	<u>- \$0</u>	=	<u>\$2,100,000.00</u>
Building and Structures	<u>                    </u>		
Less: Accumulated Depreciation	<u>                    </u>	=	<u>                    </u>
Office Equipment	<u>\$75,000</u>		
Less: Accumulated Depreciation	<u>- \$16,000</u>	=	<u>\$59,000</u>
Land	<u>                    </u>		
Investments and Funds (specify)	<u>                    </u>		
Intangible Assets	<u>                    </u>		
Other Assets (advances and idle equipment – specify)	<u>                    </u>		
<b>TOTAL ASSETS</b>			<u><b>\$3,220,495.00</b></u>

LIABILITIES

Current Liabilities (Due within one year of date)			
Accounts Payable	<u>                    </u>		
Notes Payable	<u>\$500,000.00</u>		
Equipment Obligations	<u>                    </u>		
Other Liabilities (Attach schedule)	<u>                    </u>		
Total Current Liabilities			<u>\$500,000.00</u>
Long-Term Liabilities (Due after one year of date)			
Accounts Payable	<u>                    </u>		
Notes Payable	<u>\$2,000,000.00</u>		
Equipment Obligations	<u>                    </u>		
Other Liabilities (Attach schedule)	<u>                    </u>		
Total Long-Term Liabilities			<u>\$2,000,000.00</u>
<b>TOTAL LIABILITIES</b>			<u><b>\$2,500,000.00</b></u>

**NET WORTH** (Partners and individuals, only) \$720,495.00

<b>OWNERS EQUITY</b> (Corporations only)			
Capital Stock	<u>                    </u>		
Additional Paid-In Capital	<u>                    </u>		
Retained Earnings	<u>                    </u>		
Less: Treasury Stock	<u>-                   </u>	=	<u>                    </u>
Total Owners' Equity			<u>                    </u>

**TOTAL LIABILITIES & OWNERS' EQUITY**

## PTG BUS LLC

January	February	March	April	May
Budget	Budget	Budget	Budget	Budget

Statement of Financial Position one year projected income

**Revenue****Operating Revenue**

<b>Contract Revenue</b>	343,175	342,918	385,770	355,861	306,209
<b>Charter Revenue</b>	-	-	5,000	5,000	20,000
<b>Upitt Revenue</b>	175,000	175,000	175,000	175,000	175,000
<b>Upitt Fixed</b>	123,754	123,754	123,754	123,754	123,754
<b>AGH Revenue</b>	182,839	169,620	195,090	178,080	186,570

<b>Total Operating Revenue</b>	824,768	811,292	884,614	837,695	811,533
--------------------------------	---------	---------	---------	---------	---------

Wages - Drivers	230,935	227,162	247,692	234,555	227,229
OT - Driver	13,727	32,452	35,385	33,508	32,461
Payroll taxes	0	0	0	0	0
Axcet Fees - Drivers	\$ 27,082	\$ 28,697	\$ 31,231	\$ 29,610	\$ 28,705
Workers Comp - Drivers	9,786	10,385	11,323	10,722	10,388
Health Insurance - Drivers	13,615	13,615	13,615	13,615	13,615
Vacation - Drivers	6,100	6,100	6,100	6,100	6,100

<b>Total Driver Wages</b>	301,246	318,410	345,346	328,109	318,499
---------------------------	---------	---------	---------	---------	---------

**Variable Cost Other**

Airport Fees	350	350	350	350	350
Fuel	78,353	77,073	84,038	79,581	77,096
Credit Card Fees	-	-	-	250	250
Business License	250	250	250	250	250
Tolls	125	125	125	125	125

<b>Total Variable Cost Other</b>	79,078	77,798	84,763	80,556	78,071
----------------------------------	--------	--------	--------	--------	--------

**Maintenance Other**

Shop Equipment					
Parts	9,000	9,000	9,000	9,000	9,000
Body Shop Parts	850	850	850	850	850
Tires	4,200	4,200	4,200	4,200	4,200
Misc. Vehicle Expense	350	350	350	350	350
Car Wash	500	500	500	500	500
Depreciation - Maintenance	0	0	0	0	0
Towing	1,200	1,200	1,200	1,200	1,200
Outside Vehicle Repairs	6,000	6,000	6,000	6,000	6,000
Outside Accident Repairs	1,200	1,200	1,200	1,200	1,200
Collision Recovery	0	0	0	(1,000)	(1,000)

<b>Total Maintenance Other</b>	23,300	23,300	23,300	22,300	22,300
--------------------------------	--------	--------	--------	--------	--------

**Maintenance Labor**

Wages - Maintenance (3)	14,000	14,000	14,000	14,000	14,000
401K	350	350	350	350	350
PEA Fees	3,240	2,258	2,258	2,258	2,258
Wages -bus Washer	5,500	5,500	5,500	5,500	5,500
OT - Maintenance	850	850	850	850	850
Health Insurance - Maintenance	2,325	2,325	2,325	2,325	2,325
Worker Comp Mani	0	0	0	0	0
Manager Wages	7,500	7,500	7,500	7,500	7,500
<b>Total Maintenance Labor</b>	<b>33,765</b>	<b>32,783</b>	<b>32,783</b>	<b>32,783</b>	<b>32,783</b>

**Direct Costs**

Vehicle Leases					
Vehicle Equipment Expense					
Vehicle Depreciation	35,000	35,000	35,000	35,000	35,000
Contract Amortization	27,000	27,000	27,000	27,000	27,000
Vehicle Insurance	100,000	100,000	100,000	100,000	100,000
Vehicle deductible			25,000		
Accident Claims Expense	0	0	0	0	0
Accident Legal Expense	0	0	0	0	0
<b>Total Direct Costs of Fares</b>	<b>162,000</b>	<b>162,000</b>	<b>187,000</b>	<b>162,000</b>	<b>162,000</b>

**Operations**

Dispatch Wages	20,000	20,000	20,000	20,000	20,000
Dispatch - Overtime	200	200	200	200	200
Dispatch - PEA Fees	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400
Dispatch - Health Insurance	1,200	1,200	1,200	1,200	1,200
Dispatch - PTO/Vacation	0	0	0	0	0
<b>Total Operations</b>	<b>23,800</b>	<b>23,800</b>	<b>23,800</b>	<b>23,800</b>	<b>23,800</b>

**Dispatch Communications Expense**

Dispatch - Expense	0	0	0	0	0
Phone Expense /mobile	3,400	3,400	3,400	3,400	3,400
Data Line Expense	70	70	70	70	70
Two Way Radios	500	500	500	500	500
Depreciation - Dispatch Equipment	0	0	0	0	0
<b>Total Dispatch Communications Expense</b>	<b>3,970</b>	<b>3,970</b>	<b>3,970</b>	<b>3,970</b>	<b>3,970</b>

**Operations Labor**

401K Contributions	682	614	682	659	682
Wages- HR	6,125	6,125	6,125	6,125	6,125
Wages- Upitt	4,416	4,416	4,416	4,416	4,416
Wages - Asst GM	5,350	5,350	5,350	5,350	5,350
Wages - Accounting	4,400	4,400	4,400	4,400	4,400
Wages - Management	22,000	22,000	22,000	22,000	22,000
PEA Fees	5,075	5,075	5,075	5,075	5,075

Car Allowance	1,000	1,000	1,000	1,000	1,000
Health Insurance	6,600	6,600	6,600	6,600	6,600
PTO/Vacation - Operations	0	0	0	0	0
<b>Total Operations Labor</b>	<b>55,647</b>	<b>55,580</b>	<b>55,647</b>	<b>55,625</b>	<b>55,647</b>

### Operations Other Costs

Safety Wages	9,500	9,500	9,500	9,500	9,500
PEA Fees	1,140	1,140	1,140	1,140	1,140
Safety Awards & Training	1,200	1,200	1,200	1,200	1,200
Accident Investigation Fees	600	600	600	600	600
Uniforms & Clothing	2,000	2,000	2,000	2,000	2,000
Healthcare	255	255	255	255	255
DMV Fees	350	350	350	350	350
Hiring Costs	1,200	1,200	1,200	1,200	1,200
Drive Cam Review	2,000	2,000	2,000	2,000	2,000
<b>Operations Total</b>	<b>18,245</b>	<b>18,245</b>	<b>18,245</b>	<b>18,245</b>	<b>18,245</b>

### Marketing

Wages - Sales & Marketing	7,600	7,600	7,600	7,600	7,600
Health Insurance - Sales & Marketing	800	800	800	800	800
PEA Fees	912	912	912	912	912
Printing - Marketing	200	200	200	200	200
Promotions	750	750	750	750	750
Dues and Subscriptions	500	500	500	500	500
Meals and Ent	500	500	500	500	500
Media Advertising	0	0	0	0	1,000
Meetings		450		450	
Trade & Association Shows			2,450		
<b>Marketing Total</b>	<b>11,262</b>	<b>11,712</b>	<b>13,712</b>	<b>11,712</b>	<b>12,262</b>

### Information Technology

IT Expense - Wages	0	0	0	0	0
IT Expense - Insurance-health	0	0	0	0	0
	0	0	0	0	0
IT Expense - Vacation	0	0	0	0	0
IT Expense - Ride Systems	12,000	12,000	12,000	12,000	12,000
IT Expense - Software	0	0	0	0	0
<b>Information Technology Total</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>

### General and Administrative

Insurance - General			4,500		
Travel	0	0	0	1,200	1,200
Meals and Entertainment	1,000	1,000	1,000	1,000	1,000
Parking Tickets	100	100	100	100	100
Rent	25,000	25,000	25,000	25,000	25,000
Property Tax - Other	4,500	4,500	4,500	4,500	4,500

Sales Tax Expense					
Utilities	8,500	8,500	8,500	8,500	8,500
Building Maintenance	1,500	1,500	1,500	1,500	1,500
Telephone - Admin	0	0	0	0	0
Amortization of Intangibles					
Depreciation - Furn & Equip	0	0	0	0	0
Depreciation - Computer Equip	0	0	0	0	0
Depreciation - Leasehold Improve	0	0	0	0	0
Lease Expenses	0	0	0	0	0
Maint Plan and Repairs	350	350	350	350	350
Office Equipment Expense	475	475	475	475	475
Audit and Tax Return Fees	0	0	0	0	0
Legal Fees	0	0	0	0	1,000
Professional Fees	0	0	0	0	0
Payroll Processing Fee	1,000	1,000	1,000	1,000	1,000
Bank Charges	500	500	500	500	500
Armored Car/Security					
Office Supplies	415	415	415	415	415
Postage	350	350	350	350	350
Shipping/Delivery	300	300	300	300	300
Dues and Subscriptions	0	0	0	1,000	0
Printing					
Charitable Contributions	0	0	0	1,000	1,000
Meeting Expenses					
<b>General &amp; Administrative Total</b>	<b>43,990</b>	<b>43,990</b>	<b>48,490</b>	<b>47,190</b>	<b>47,190</b>
<b><u>Total Expenses</u></b>	<b>\$ 768,303</b>	<b>\$ 783,587</b>	<b>\$849,056</b>	<b>\$798,290</b>	<b>\$786,766</b>
<b><u>Total Income Before Taxes</u></b>	<b>56,465</b>	<b>27,705</b>	<b>35,558</b>	<b>39,405</b>	<b>24,767</b>
<b>EBITDA</b>	<b>118,465</b>	<b>89,705</b>	<b>97,558</b>	<b>101,405</b>	<b>86,767</b>







							\$0.00
8,500	8,500	8,500	8,500	8,500	8,500	8,500	\$102,000.00
1,500	1,500	1,500	1,500	1,500	1,500	1,500	\$18,000.00
0	0	0	0	0	0	0	\$0.00
							\$0.00
0	0	0	0	0	0	0	\$0.00
0	0	0	0	0	0	0	\$0.00
0	0	0	0	0	0	0	\$0.00
0	0	0	0	0	0	0	\$0.00
350	350	350	350	350	350	350	\$4,200.00
475	475	475	475	475	475	475	\$5,700.00
0	0	0	0	0	0	0	\$0.00
1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$8,000.00
0	0	0	0	0	0	0	\$0.00
1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$12,000.00
500	500	500	500	500	500	500	\$6,000.00
							\$0.00
415	415	415	415	415	415	415	\$4,980.00
350	350	350	350	350	350	350	\$4,200.00
300	300	300	300	300	300	300	\$3,600.00
1,000	0	1,000	0	1,000	0	1,000	\$5,000.00
							\$0.00
1,000	1,000	1,000	0	0	0	0	\$5,000.00
							\$0.00
48,190	49,690	56,690	50,690	47,190	46,190	51,690	<b>\$581,180.00</b>
\$783,864	\$793,548	\$807,728	\$805,188	\$723,742	\$725,979	\$669,730	\$9,295,780.60
16,358	(35,584)	17,673	30,880	153,164	111,909	89,601	<b>\$567,901.40</b>
78,358	26,416	79,673	92,880	215,164	173,909	151,601	\$1,311,901.40

**Verified Statement of Applicant, James D. Campolongo**

**Transfer of operating authority at A-120862; A-2011-2230099 from Pittsburgh Transportation Group Charter Services to PTG Bus, LLC**

Sole owner of PTG Bus, LLC is James D. Campolongo, who has been in the transportation industry for over 30 years and is internationally recognized as an expert in the transportation field.

After starting with Yellow Cab of Pittsburgh, he quickly moved up the ranks and led the company into expanding services, such as charter buses, contract shuttles and luxury car service.

He eventually bought the company in 2003 and operated it as Pittsburgh Transportation Group. Veolia on Demand purchased the company in 2009 and James remained President and CEO, with the addition the Pittsburgh SuperShuttle and ExecuCar divisions. In 2016, James headed the rebranding of Yellow Cab to zTrip for the Pittsburgh market and in 2019, WHC Worldwide, LLC bought the taxi division from Pittsburgh Transportation Group. James became Vice Chairman for WHC, which has grown to \$130 million in annual revenue and operates in 36 U.S. cities.

**PROFESSIONAL AND PERSONAL AFFILIATIONS**

- Greater Pittsburgh Convention and Visitors Bureau (Past Chairman of the Board);
- National Taxicab, Limousine & Paratransit Association (TLPA) (Past President);
- Pennsylvania Taxicab and Paratransit Association (Past President);
- Pittsburgh Downtown Partnership (Past Board Member);
- Point Park University (Past Board of Trustee Member);
- Pittsburgh Film Office (Board of Directors);
- Pennsylvania Ground Transportation Enhancement Task Force (Chairman);
- 2002 National Operator of the Year (TLPA);
- National Limousine Association;
- Mayor's Green Environment Transportation Task Force;
- Pennsylvania Public Transportation Association;
- Southwestern Pennsylvania Planning Commission;
- Airport Ground Transportation Association;
- President's National Business Council;
- Supporter of Camp Kon-O-Kwee (Board Member);
- M.A.D.D. (Platinum Alliance Member);
- YMCA South Hills (Board Member);
- Make-a-Wish Foundation

## TRANSPORTATION ACCOMPLISHMENTS

- Promoted rapidly from Marketing Consultant to Director of Marketing for Y.C. Holdings (dba Yellow Cab of Pittsburgh) in 1991 to orchestrate a rapid profitability turn-around in a competitive and under-developed Pittsburgh market.
- Promoted to General Manager in 1993, and President and C.E.O. in 1994 for continuing superior performance in overall operations management and profitability.
- Reorganized the company's business and operations systems creating a range of transportation profit centers, including a bus division, achieving an 80 % increase in business in a four-year span.
- As a direct result of leadership, Yellow Cab of Pittsburgh ranked among the top taxi companies in the United States. This positioning resulted in the company being purchased in 1998 by Coach USA, and then by Mr. Campolongo in 2003. Veolia on Demand purchased the company in 2009.
- As the President & CEO of Pittsburgh Transportation Group for Veolia, revenue increased steadily with the Charter/Contract Bus division, Yellow Cab, Embassy Coach Limousine, Freedom Transportation for medical trips and the national brands SuperShuttle and ExecuCar.
- Veolia merged with Transdev in 2012, creating a new parent company under Transdev North America.
- Several long-term contracts such as University of Pittsburgh, UPMC, Allegheny Health Network and others has positioned Pittsburgh Transportation Group as the leading transportation provider in the region.

### Description of Facilities, Record Maintenance Plan and Communication Network

PTG Bus LLC will operate from the previous owner's headquarters at 1825 Liverpool Street, Pittsburgh PA 15233. The land and physical structures cover 7.5 acres of flat property in the Manchester section of the City of Pittsburgh. This location is adjacent to downtown Pittsburgh and central to the PTG Bus LLC service area. It is also convenient to all major roadways connecting the region.

#### Facility features:

- 97,000 Sq ft
- Bus maintenance garage
- Indoor and outdoor bus parking areas, sufficient for 100 buses
- Staff parking lot
- 2-story headquarters
  - ✓ office space for at least 15 staffers
  - ✓ driver lounge
  - ✓ dispatch office
  - ✓ conference room

#### Office Machines:

- 2 high-end commercial machines for multi-purpose- color copy/print/scan/fax/email.
- 5 office copiers/printers
- Desktops and laptops for every staff person
- Desk phones for every office
- Records Maintenance:
  - All PUC and business records will be maintained by specific staff members. There are multiple secure file cabinets maintained by the Office Manager at the headquarters office building for storage of physical hard copy records plus desktop computers to maintain electronic files and documents. All computers are password-protected and all file cabinets and storage rooms are locked. The new owner has had decades of experience with the PUC and appropriate record maintenance.
  - Applicant and support staff will file UCR registration renewals annually as required by the PUC and hard copies of all UCR registrations will be kept on file at the headquarters office.
  - Applicant and support staff will also file MCS-150 report every two years as required by FMSCA and keep hard copy records on file at the headquarters office.

#### Communication Network:

- PTG Bus LLC will operate with desktop computers, laptops, desk telephones and cell phones. There will be 24/7 commercial-grade high-speed internet to facilitate proper communication.

Customers may contact PTG Bus LLC via several options:

- **Telephone**
- (412) 444-4444 – main phone

- (412) 442-4771 – dispatch phone
- (412) 322-8507 – sales office phone
- Or can call any staff person on their direct line.
- Email
- Customers may email staff directly.
- Web
- Customers may submit an inquiry from company website [www.pghtrans.com](http://www.pghtrans.com).  
Inquiries are routed directly to the sales staff for timely response.
- Dispatch of vehicles:
- PTG Bus LLC will provide vehicles for daily, long-term contracts and also for short-term charters.  
Daily contracted service follows an established schedule of vehicles, routes, times for each account.  
Buses are pre-assigned for each run and Trip Sheets are prepared for each particular run or charter.  
Each driver checks in face-to-face with the dispatch staff to receive the keys to their assigned bus and receive the trip sheets.
- When vehicles are returned, drivers drop off the keys and the vehicles are then cleaned for the next use.
- Continuous communication with drivers is handled in person at the start and end of their shift, and also via cell phone and push-to-talk devices. The dispatch phone is a direct line to a dispatcher whenever needed.
- Business Hours:
- 24/7

### **Number of Employees with Description of Duties**

- General Manager – oversee the daily operation in all aspects of service delivery in the safest and most efficient manner, specifically but not limited to, Contracted service, Charter service, Vehicle Maintenance, Billing, Accounts Receivable, Complaints, Discipline, Union relationships and Customer relations/sales
- Assistant Manager – provide assistance to the General Manager in all daily operations while overseeing the dispatch function and management of drivers.
- Safety and Training Manger – oversee all aspects of the Safety and Training Department while ensuring compliance with all mandated federal and state laws as well as the Department of Transportation’s rules and regulations.
- Safety and Training Supervisor – support the Safety and Training Department by providing assistance to the Safety and Training Manager with on-site training and road observations.
- Human Resources Manager – oversee the management of employees, recruitment, on-boarding, labor and employee relations, and ensuring employee file and DQ compliance.
- Director of Sales – responsible for building and forging business relationships/networking, selling and scheduling transportations services, and helping to make business decisions based on the customers’ needs and the delivery of service.
- Contract Manager – oversee the management of contracts to help ensure safe and efficient delivery of service.
- A/P Specialist – responsible for handling of all accounts payable, processing invoicing, and titling of vehicles.
- Dispatcher Supervisor – supervision of all drivers, scheduling, bus service, charter reservations, vehicle assignment and assisting in the scheduling of fleet maintenance.
- Dispatchers (4) - provide daily supervision of all drivers and the delivery of all bus service in a timely, safe and efficient manner.
- Mechanic Manager - responsible for the management of maintenance on all fleet vehicles in addition to overseeing and implementing the strategic operations of the body shop effectively.
- Mechanics (3) – provide vehicle maintenance to 100 buses/vehicles; including but not limited to oil changes, exterior/interior repairs, examining vehicles to ensure safe operation.
- Bus Washers (2) - responsible for the appearance of all fleet vehicles by detailing and maintaining the overall cleanliness and care of all interior and exterior vehicle components.

## **Number of Drivers and Reason that Number is Appropriate**

PTG BUS LLC intends to employ a total of 101 driver to service our contractual obligation with (11) contracts across the greater Pittsburgh area. This number is needed based on the volume of service each contract will provide.

**a. Your hiring standards for drivers:**

PTG Bus LLC follows all FMCSA DOT regulations and guidelines to ensure that all drivers have the required licensing to properly operate a CMV. Pre-employment motor vehicle records, criminal background checks (County Criminal Record, State Criminal Repository, Federal Criminal Record, DOJ Sex Offender Search, Enhanced Nationwide Criminal Search, SSN Trace/Locator Select Check, and Child Abuse Clearance), and pre-employment drug screens are required to be check and completed prior to date of hire.

**b. Your system to ensure prospective drivers will be subject to a criminal background check:**

The system used to properly ensure prospective drivers are subject to criminal background checks upon hire, and every two years thereafter, is managed through a TPA background screening company, Sterling.

**c. Your driver training program:**

Our extensive New Hire Operator Program consists of both classroom and behind the wheel training. The classroom covers safe vehicle operations, including our LLLC (“Look Ahead”, “Look Around, “Leave Room”, and “Communicate”) program which is the foundation to our defensive driver program. In addition, we cover Federal Regulations, Drug & Alcohol, Professionalism, and Workplace Violence in the classroom. Our Behind the Wheel (BTW) training covers “Commentary Driving” which is a continuance of the aforementioned LLLC Program where all new hires spend 1 hour BTW incorporating the principles of LLLC to their drive time on the road consisting of urban and suburban environments. The remaining BTW training consists of operating buses of various sizes on our fleet to meet the contractual obligation of our clients and learning the various fixed routes. The total training consists of 40 hours (8 Hours-Classroom and 32 Hours-Behind the Wheel).

**d. Your system for ensuring that your drivers are properly licensed at all times:**

PTG BUS LLC uses a TPA, Samba, to monitor drivers’ license and MVR on a continuous basis. Any new offenses are flagged for review by Safety Department.

**e. Your system to ensure that all drivers will be subject to a criminal background check every two years;**

The system used to properly ensure prospective drivers are subject to criminal background checks upon hire, and every two years thereafter, is managed through a TPA background screening company, Sterling. This system will alert the company when a driver’s background

check is approaching two years from previous check. We also use a backup database that stores the date of when a background check was completed and the date in which the background check will need to be resubmitted to follow guidelines.

**f. Your policies regarding alcohol and drug use by your drivers.**

All drivers are subject to FMCSA DOT Drug and Alcohol testing under requirements of 49 CFR Part 382, and the company enforces a zero tolerance policy regarding alcohol and drug use . Each driver is required to receive a negative 10 panel pre-employment DOT drug screen prior to hire. Additionally, all drivers are subject to monthly random drug and alcohol screens, administered by a TPA to ensure the requirements are met to FMCSA DOT standards.

## Vehicle Safety Program

The fleet will be serviced and maintained in-house at the PTG Bus LLC full maintenance facility, located at the headquarters in Pittsburgh. The Fleet Manager has over 30 years experience with the same fleet being acquired by PTG Bus LLC and oversees a shop of full-time mechanics. The shop is certified for Pennsylvania State Inspection and Emissions testing. The mechanics are re-certified every two years as required by the State.

The Preventive Maintenance Inspections (PMI) are the foundation of our maintenance efforts. We have designed our PMIs to reflect PTG Bus LLC's maintenance standards and will modify them to reflect the operating conditions of the shuttle services.

To ensure that the performance and integrity of each vehicle is at its highest, our shuttles are monitored by a Preventative Maintenance Program. Monitoring our fleet in accordance with this system enhances each vehicle's safety, prolongs the vehicle's life and provides our management staff with a reliable product to put on the road each day for our customers.

**Please include the following in your explanation:**

**a. Your periodic vehicle maintenance plan;**

Preventative Maintenance Schedule

A. Inspection

Service: Frequency – Every 90 days

- Lube, no fluid changes
- Complete safety check of vehicle parts including motor, brakes, suspension, steering, tires, wiper blades, horn, windows/mirrors, back up alarm, interior walk through emergency window/door exit inspection

B. Inspection

Service: Frequency – Every 3,000 to 4,000 miles

- All Services included in A Inspection
- Lube, oil and filter change
- Complete check and service of vehicle including motor, brakes, tires, A/C and Heat, under carriage inspection, emergency window/door exit inspection

C. Inspection

Service: Frequency – Every 12,000 to 15,000 miles

- All Services included in A and B Inspection
- Air and fuel filters replaced every done by application
- Check and replace as needed all brakes, pack wheel bearings, check total chassis (front to rear), scan the vehicle's computer to check performance and check onboard diagnosis check engine, belts, hoses, A/C

D. Inspection

Service: Frequency – Every 30,000 to miles

- All Services included in A through C inspection
- Transmission fluid & filter change
- Check transmission fluids, filter and alignment
- Complete check of vehicle including emergency window/door exit inspection

Documentation/Reporting

While being proactive is a large part of our success in maintaining our fleet, we also feel that having a comprehensive history of a vehicle's life is equally important. Our Fleet Manager will meticulously keep records of each vehicle maintenance history, including repairs, since the vehicle was purchased. This will not only support our Preventative Maintenance Program but will play an important role in how our maintenance staff reacts to a specific vehicle problem. Each vehicle's maintenance records will be available upon request for our customers.

**b. Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) that are applicable to the type of vehicles used in your business;**

Applicant has extensive experience with Fleet Maintenance Software and record-keeping. PTG Bus LLC will use Fleet Maintenance software program to keep track of vehicle Preventative Maintenance Schedule Due Dates, Vehicle Maintenance History, Vehicle Repair Work Performed, Mileage and many other types of data for the fleet. Compliance with 67 PA Code, Chapter 175 will be checked and confirmed for each vehicle as part of the Preventative Maintenance schedule.

**c. Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Section 29.403 (applicable to passenger applicants only);**

Applicant has extensive experience with Fleet Maintenance Software and record-keeping. PTG Bus LLC will use Fleet Maintenance software program to keep track of vehicle Preventative Maintenance Schedule Due Dates, Vehicle Maintenance History, Vehicle Repair Work Performed, Mileage and many other types of data for the fleet. Compliance with the PUC's requirements for passenger service at 52 Pa. Code, Section 29.403 will be checked and confirmed for each vehicle as part of the Preventative Maintenance schedule.

**d. Your system for replacing vehicles once they are greater than eight model years in age in compliance with 52 Pa. Code, Section 29.314(d) (applicable to taxicabs) or 52 Pa. Code, Section 29.333(e) (applicable to limousines); NOT APPLICABLE**

**e. Your system for ensuring the filing of an annual vehicle list (taxicabs and limousines); NOT APPLICABLE**

**f. Your system for ensuring your vehicles will comply with the requirements of 49 CFR Parts 393 and 396, as adopted by the PUC at 52 Pa. Code, Chapter 37 (applicable to HHG applicants).**

NOT APPLICABLE

### **Steps to Obtain and Pay Insurance Premiums**

PTG Bus LLC has written quotes in hand from Lancer Insurance Company to insure all vehicles. The cost of the insurance is already factored into the overall anticipated operating costs and projected budget.

## Customer Service Standards

Applicant has extensive experience with customer service in the transportation industry. PTG Bus LLC will instill a customer service culture throughout the organization. The manner and attitude in which the shuttle services are delivered is crucial. Our customers are counting on a reliable service to get them safely and efficiently from Point A to Point B. PTG Bus LLC's total customer satisfaction goal will insist that customers:

- ✓ Receive safe, efficient service
- ✓ Be treated with respect and dignity, care and compassion
- ✓ Receive prompt answers to their questions

Management will use key performance indicators, daily driver interaction, customer feedback and debriefing meetings with road operation staff on a daily basis to consistently monitor the operation and service. We will also maintain open communication with customers for feedback.

Support Staff will be trained to handle and respond in a professional and courteous manner to all service requirements and to comply with the unique set of expectations set forth by each customer account. PTG Bus LLC will constantly monitor its customer service and take appropriate action to maintain its performance goals. Actions may include appropriate disciplinary action for infractions such as rudeness, uncooperativeness or other inappropriate behavior.

PTG Bus LLC has a policy of responding within 24 hours for any major service issues and 48 hours for anything of a less crucial nature. In terms of trip times, routing changes or special movements/requests, PTG Bus LLC's response will be immediate.

We believe that part of our care for riders is to give them a voice. We are committed to creating a continuous circle of partnership between PTG Bus LLC and riders, where they can express their needs and perceptions, and where we can use their input to enhance the quality of service.

We encourage feedback from riders via phone or email. Customer complaints are logged and tracked and will receive a timely response. Each situation and issue is handled individually to be resolved to the best outcome for the customer.

**a. Your plan to inform customers of the procedures for filing complaints with the PUC;**

Every customer that books a charter or signs a long-term agreement will receive this written notification:

*FOR COMPLAINTS AND INFORMATION, CONTACT PA PUBLIC UTILITY COMMISSION @*

*<https://www.puc.pa.gov/> or CALL 1-800-692-7380*

The same information will be provided to a customer who calls PTG Bus LLC to seek further help filing a complaint. Staff can advise customers that they may file a Formal or Informal Complaint about transportation problems. An Informal complaint may be filed by:

- Using the Motor Carrier Complaint form available on the website at [www.puc.pa.gov](http://www.puc.pa.gov)
- Calling I&E at 717-787-7598
- Sending an Informal Complaint by mail to I&E at: Bureau of Investigation & Enforcement PA Public Utility Commission 400 North Street Harrisburg, PA 17120

**b. Your intended customer complaint resolution procedure.**

PTG Bus LLC policy will be to respond within 24 hours for any major service issues and 48 hours for anything of a less crucial nature. In terms of trip times, routing changes or special movements/requests, PTG Bus LLC's response will be immediate.

We encourage feedback from riders via phone or email. Customer complaints will be logged and tracked and will receive a timely response. Each situation and issue will be handled individually to be resolved to the best outcome for the customer.

**PTG BUS LLC**  
**for PUC Application - List of Equipment to be used to render service**

Year	Make	Model	Seat Capacity	VIN #
2011	FORD	F550	33	1FDAF5GY7BEC64913
2019	ELDORADO	AEROTECH	21	1DFE4FS5KDC65337
2019	ELDORADO	AERO ELITE	24 + 2 WC positions	1FDAF5GY5KEG59477
2019	ELDORADO	AERO ELITE	24 + 2 WC positions	1FDAF5GY9KEG59482
2011	FORD	E450	25	1DFE4FS08DB14826
2019	ELDORADO	AERO ELITE	33	1FDAF5GY3KEG59476
2011	FORD	E450	25	1DFE4FS98DB14825
2020	STARCRAFT	ALLSTAR	30	1DFE4FS5KDC68982
2015	FORD	E450	27	1DFE4FS8FDA07576
2008	FORD	E450	25	1FD4E45S18DA44383
2019	FORD	F650	33	1FDNF6DE4KDF00716
2009	CHEVROLET	5500	33	1GBJ5V1989F408633
2013	FORD	E450	25	1DFE4FS6DDA42078
2013	FORD	F550	33	1FDGF5GY2DEB30792
2013	INTERNATIONAL	PC505	40	5WEASSKP1DJ260294
2014	FORD	F550	33	1FDAF5GY1EEB82423
2014	FORD	F550	33	1FDAF5GY3EEB82424
2013	INTERNATIONAL	PC505	40	5WEASSKP0DJ260285
2015	FORD	F550	33	1FDAF5GY0FEC84815
2016	FORD	E450	25	1DFE4FS9GDC03074

2015	FORD	F550	33	1FDAF5GYXFEC91027
2015	FORD	E450	25	1DFE4FS7GDC03073
2016	FORD	E450	20	1DFE4FS6GDC26165
2016	FORD	E450	25	1DFE4FS8GDC49089
2016	FORD	E450	25	1DFE4FS6GDC49090
2016	FORD	E450	25	1DFE4FS8GDC49091
2016	FORD	F550	33	1FDGF5GYXGEB64676
2016	FORD	F550	33	1FDGF5GY5GEB64696
2015	INTERNATIONAL	PC505	41	5SWESAAN4FH726238
2016	FORD	E450	16 + 2 WC positions	1DFE4FS7GDC49275
2017	FORD	E450	25	1DFE4FS9HDC57217
2017	FORD	E450	25	1DFE4FS2HDC57219
2017	FORD	E450	25	1DFE4FS0HDC57218
2017	FORD	F550	33	1FDAF5GY6HDA05926
2017	FORD	F550	33	1FDAF5GY6HDA06073
2018	FORD	E450	25	1DFE4FS3JDC20881
2018	FORD	E450	25	1DFE4FS6JDC37867
2018	FORD	E450	25	1DFE4FS8JDC37871
2018	FORD	E450	25	1DFE4FS6JDC37870
2018	FORD	E450	16 + 2 WC positions	1DFE4FSXJDC37872
2018	FORD	F550	33	1FDAF5GY9JDA02234
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY0KDF04549
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY9KDF04551
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY7KDF13992
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY4KDF13996
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY0KDF14000
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY9KDF13993

2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY0KDF13994
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY2KDF13995
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY6KDF13997
2018	FORD	F550	30	1FDGF5GY6JEB99691
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY4KEG59566
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY6KEG59570
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GYXKEG59572
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY7KEG59576
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY9KEG59577
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY0KEG59578
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY2KEG59579
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY0KEG59581
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY4KEG59583
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY4KEG59521
2023	FORD	TRANSIT 350	12	1FBAX2CG7PKA70831
2023	FORD	TRANSIT 350	12	1FBAX2X81PKB04846
2015	FORD	TRANSIT 350	7	1FBZX2CM3FKB19692
2020	STARCRAFT	ALLSTAR	18 + 2 WC positions	1DFE4FS3KDC27864
2020	STARCRAFT	ALLSTAR	25	1DFE4FS0KDC22153
2020	STARCRAFT	ALLSTAR	25	1DFE4FS6KDC22156
2020	STARCRAFT	ALLSTAR	25	1DFE4FSXKDC26260
2020	STARCRAFT	ALLSTAR	25	1DFE4FS0KDC53421
2020	STARCRAFT	ALLSTAR	25	1DFE4FS1KDC53377
2020	STARCRAFT	ALLSTAR	25	1DFE4FS8KDC22157
2020	STARCRAFT	ALLSTAR	25	1DFE4FS5KDC53396
2020	STARCRAFT	ALLSTAR	25	1DFE4FS5KDC53401
2020	STARCRAFT	ALLSTAR	25	1DFE4FS9KDC53403

2020	STARCRAFT	ALLSTAR	25	1FDFE4FS0KDC53368
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS2KDC53419
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS4KDC53373
2020	STARCRAFT	ALLSTAR	12	1FDEE3FS2KDC43799
2020	STARCRAFT	ALLSTAR	25	1FDFE4FSXKDC22158
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY3KEF90630
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY0KEF90598
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY3KEF90613
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY8KEF90591
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY1KEF90593

**PTG BUS LLC  
for PUC Application - List of Equipment to be used to render service**

Year	Make	Model	Seat Capacity	VIN #
2011	FORD	F550	33	1FDAF5GY7BEC64913
2019	ELDORADO	AEROTECH	21	1DFE4FS5KDC65337
2019	ELDORADO	AERO ELITE	24 + 2 WC positions	1FDAF5GY5KEG59477
2019	ELDORADO	AERO ELITE	24 + 2 WC positions	1FDAF5GY9KEG59482
2011	FORD	E450	25	1DFE4FS08DB14826
2019	ELDORADO	AERO ELITE	33	1FDAF5GY3KEG59476
2011	FORD	E450	25	1DFE4FS98DB14825
2020	STARCRAFT	ALLSTAR	30	1DFE4FS5KDC68982
2015	FORD	E450	27	1DFE4FS8FDA07576
2008	FORD	E450	25	1FD4E45S18DA44383
2019	FORD	F650	33	1FDNF6DE4KDF00716
2009	CHEVROLET	5500	33	1GBJ5V1989F408633
2013	FORD	E450	25	1DFE4FS6DDA42078
2013	FORD	F550	33	1FDGF5GY2DEB30792
2013	INTERNATIONAL	PC505	40	5WEASSKP1DJ260294
2014	FORD	F550	33	1FDAF5GY1EEB82423
2014	FORD	F550	33	1FDAF5GY3EEB82424
2013	INTERNATIONAL	PC505	40	5WEASSKP0DJ260285
2015	FORD	F550	33	1FDAF5GY0FEC84815
2016	FORD	E450	25	1DFE4FS9GDC03074

2015	FORD	F550	33	1FDAF5GYXFEC91027
2015	FORD	E450	25	1FDFF4FS7GDC03073
2016	FORD	E450	20	1FDFF4FS6GDC26165
2016	FORD	E450	25	1FDFF4FS8GDC49089
2016	FORD	E450	25	1FDFF4FS6GDC49090
2016	FORD	E450	25	1FDFF4FS8GDC49091
2016	FORD	F550	33	1FDGF5GYXGEB64676
2016	FORD	F550	33	1FDGF5GY5GEB64696
2015	INTERNATIONAL	PC505	41	5SWESAAN4FH726238
2016	FORD	E450	16 + 2 WC positions	1FDFF4FS7GDC49275
2017	FORD	E450	25	1FDFF4FS9HDC57217
2017	FORD	E450	25	1FDFF4FS2HDC57219
2017	FORD	E450	25	1FDFF4FS0HDC57218
2017	FORD	F550	33	1FDAF5GY6HDA05926
2017	FORD	F550	33	1FDAF5GY6HDA06073
2018	FORD	E450	25	1FDFF4FS3JDC20881
2018	FORD	E450	25	1FDFF4FS6JDC37867
2018	FORD	E450	25	1FDFF4FS8JDC37871
2018	FORD	E450	25	1FDFF4FS6JDC37870
2018	FORD	E450	16 + 2 WC positions	1FDFF4FSXJDC37872
2018	FORD	F550	33	1FDAF5GY9JDA02234
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY0KDF04549
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY9KDF04551
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY7KDF13992
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY4KDF13996
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY0KDF14000
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY9KDF13993

2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY0KDF13994
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY2KDF13995
2020	STARCRAFT	ALLSTAR	36 + 2 WC positions	1FDNF6AY6KDF13997
2018	FORD	F550	30	1FDGF5GY6JEB99691
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY4KEG59566
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY6KEG59570
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GYXKEG59572
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY7KEG59576
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY9KEG59577
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY0KEG59578
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY2KEG59579
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY0KEG59581
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY4KEG59583
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY4KEG59521
2023	FORD	TRANSIT 350	12	1FBAX2CG7PKA70831
2023	FORD	TRANSIT 350	12	1FBAX2X81PKB04846
2015	FORD	TRANSIT 350	7	1FBZX2CM3FKB19692
2020	STARCRAFT	ALLSTAR	18 + 2 WC positions	1FDFE4FS3KDC27864
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS0KDC22153
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS6KDC22156
2020	STARCRAFT	ALLSTAR	25	1FDFE4FSXKDC26260
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS0KDC53421
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS1KDC53377
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS8KDC22157
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS5KDC53396
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS5KDC53401
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS9KDC53403

2020	STARCRAFT	ALLSTAR	25	1FDFE4FS0KDC53368
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS2KDC53419
2020	STARCRAFT	ALLSTAR	25	1FDFE4FS4KDC53373
2020	STARCRAFT	ALLSTAR	12	1FDEE3FS2KDC43799
2020	STARCRAFT	ALLSTAR	25	1FDFE4FSXKDC22158
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY3KEF90630
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY0KEF90598
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY3KEF90613
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY8KEF90591
2020	STARCRAFT	ALLSTAR	24 + 2 WC positions	1FDAF5GY1KEF90593

**Application for Approval of Transfer and Exercise of Common Carrier or  
Contract Rights**

**A-00120862**

**A-2011-2230099**

Application for approval of PTG Bus, LLC, an LLC of the Commonwealth of Pennsylvania, to transport, as a common carrier, by motor vehicle, person, in group and party service, in vehicles seating eleven (11) to fifteen (15) passengers, including driver, from points in the counties of Beaver, Butler Westmoreland, Lawrance, Armstrong, Indiana, Washington and Fayette, to points in Pennsylvania, and return, excluding service that is under the jurisdiction of the Philadelphia Parking Authority.

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “*Agreement*”) dated as of January 12, 2024 (the “*Effective Date*”) is entered into between Pittsburgh Transportation Group Charter Services, Inc., a Pennsylvania corporation (“*Seller*”), and PTG Bus, LLC, a Pennsylvania limited liability company (“*Buyer*”).

**WHEREAS**, Seller is engaged in the business of busing and related transportation services (the “*Business*”); and

**WHEREAS**, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets and liabilities of the Business, subject to the terms and conditions set forth herein;

**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 1.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in, to and under all of the tangible and intangible assets, properties and rights of every kind and nature and wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the “*Purchased Assets*”), including the following:

(a) all inventory, work in progress, packaging, supplies, parts and other inventories of the Business (“*Inventory*”);

(b) all Contracts set forth on Section 1.01(c) of the Disclosure Schedules (the “*Assigned Contracts*”);

For purposes of this Agreement: (i) “*Contracts*” means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral; and (ii) “*Disclosure Schedules*” means the disclosure schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement.

(c) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property of the Business (the “*Tangible Personal Property*”);

(d) all of Seller’s rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(e) originals or, where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any federal, state, local or foreign government or political subdivision thereof, or any agency or

instrumentality of such government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction (each, a “*Governmental Authority*”), sales material and records, strategic plans and marketing and promotional surveys, material and research (collectively, “*Books and Records*”); and

- (f) all goodwill associated with any of the assets described in the foregoing clauses.

**Section 1.02 Excluded Assets.** Other than the Purchased Assets, Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Purchased Assets (collectively, the “*Excluded Assets*”). Excluded Assets include the assets, properties and rights specifically set forth on Section 1.02 of the Disclosure Schedules.

**Section 1.03 Assumed Liabilities.**

(a) Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due the following Liabilities (collectively, the “*Assumed Liabilities*”):

- (i) all trade accounts payable of Seller to third parties in connection with the Business that remain unpaid as of the Closing Date and are for goods or services to be utilized by the Business on or after the Closing Date;

- (ii) all Liabilities arising under or relating to the Assigned Contracts after the Closing Date;

- (iii) accrued vacation, paid time off, sick leave, and any unused floating holiday pay for employees who accept Buyer’s offer of employment under Section 5.06 (collectively, the “*Assumed PTO*”);

- (iv) all Liabilities for (A) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) beginning after the Closing Date and (B) Taxes for which Buyer is liable pursuant to Section 5.04; and

- (v) all other Liabilities arising out of or relating to Buyer’s ownership or operation of the Business and the Purchased Assets after the Closing.

For purposes of this Agreement, “*Liabilities*” means liabilities, obligations or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

(b) Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities other than the Assumed Liabilities, including without limitation any of the following Liabilities of Seller (collectively, the “*Excluded Liabilities*”):

- (i) any Liabilities relating to or arising out of the Excluded Assets;

- (ii) all trade accounts payable of Seller to third parties in connection with the Business that remain unpaid as of the Closing Date and are for goods or services utilized by the Business on or prior to the Closing Date;

(iii) any Liabilities for (A) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) ending on or prior to the Closing Date and (B) any other Taxes of Seller (other than Taxes allocated to Buyer under Section 5.04) for any taxable period;

(iv) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others; and

(v) any Liabilities related to the lawsuit captioned Traci Nodaros and Nodaros v. The University of Pittsburgh, YC Holdings, Inc., Pittsburgh Transportation Group, Transdev North America, Inc., and Seller, filed with the Court of Common Pleas of Allegheny County, Pennsylvania, Case No. GD 23-010651.

For purposes of this Agreement: (i) "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person; and (ii) "**control**" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**Section 1.04 Purchase Price.** The aggregate purchase price for the Purchased Assets shall be [REDACTED] (the "**Purchase Price**"), plus the assumption of the Assumed Liabilities. Buyer shall pay the Purchase Price by wire transfer to Seller of immediately available funds in accordance with the wire transfer instructions set forth on Section 1.04 of the Disclosure Schedules.

**Section 1.05 Allocation of Purchase Price.** The Purchase Price and the Assumed Liabilities shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule set forth on Section 1.05 of the Disclosure Schedules (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Seller shall file all returns, declarations, reports, information returns and statements and other documents relating to Taxes (including amended returns and claims for refund) ("**Tax Returns**") in a manner consistent with the Allocation Schedule.

**Section 1.06 Non-Assignable Assets.**

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a sale, assignment or transfer of any Purchased Asset if such sale, assignment or transfer: (i) violates applicable Law; or (ii) requires the consent or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement and such consent or waiver has not been obtained prior to the Closing.

(b) Following the Closing, Seller and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent or waiver, or any release, substitution or amendment required to novate all Liabilities under any and all Assigned Contracts or other Liabilities that constitute Assumed Liabilities or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Buyer shall be solely responsible for such Liabilities from and after the Closing Date; *provided, however*, that neither Seller nor Buyer shall be required to pay any consideration therefor. Once such consent, waiver, release, substitution or amendment is obtained, Seller shall sell, assign and transfer to Buyer the relevant

Purchased Asset to which such consent, waiver, release, substitution or amendment relates for no additional consideration. Applicable sales, transfer and other similar Taxes in connection with such sale, assignment or transfer shall be paid by Buyer in accordance with Section 5.04.

(c) To the extent that any Purchased Asset or Assumed Liability cannot be transferred to Buyer pursuant to this Section 1.06, Buyer and Seller shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability to Buyer as of the Closing. Buyer shall, as agent or subcontractor for Seller, pay, perform and discharge fully the liabilities and obligations of Seller thereunder from and after the Closing Date. To the extent permitted under applicable Law, Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, all income, proceeds and other monies received by Seller from and after the Closing Date, to the extent related to such Purchased Asset in connection with the arrangements under this Section 1.06. Seller shall be permitted to set off against such amounts all direct costs associated with the retention and maintenance of such Purchased Assets.

**Section 1.07 Withholding Taxes.** Buyer shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld under applicable law. Buyer shall provide Seller with written notice of its intent to withhold at least ten (10) days prior to the Closing with a written explanation substantiating the requirement to deduct or withhold, and the parties shall use commercially reasonable efforts to cooperate to mitigate or eliminate any such withholding to the maximum extent permitted by law. To the extent that amounts are so withheld and paid over to the appropriate tax authority by the Buyer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of which such deduction and withholding was made.

## ARTICLE II CLOSING

**Section 2.01 Closing.** Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely by exchange of documents and signatures (or their electronic counterparts), at 12:01 a.m. EST, simultaneously with the execution of this Agreement, or at such other time or place or in such other manner as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**."

### **Section 2.02 Closing Deliverables.**

- (a) At the Closing, Seller shall deliver to Buyer the following:
- (i) a bill of sale in the form of Exhibit A attached hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to Buyer;
  - (ii) an assignment and assumption agreement in the form of Exhibit B attached hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) a transition services agreement in the form of Exhibit C attached hereto (the "*Transition Services Agreement*") and duly executed by Seller;

(iv) a certificate of the Secretary (or equivalent officer) of Seller certifying as to (A) the resolutions of the board of directors and the stockholders of Seller, which authorize the execution, delivery and performance of this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, and the other agreements, instruments and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the "*Transaction Documents*") and the consummation of the transactions contemplated hereby and thereby and (B) the names and signatures of the officers of Seller authorized to sign this Agreement and the other Transaction Documents;

(v) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement.

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

- (i) the Purchase Price by wire transfer of immediately available funds;
- (ii) the Assignment and Assumption Agreement duly executed by Buyer;
- (iii) the Transition Services Agreement duly executed by Buyer; and

(iv) a certificate of the Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the board of directors of Buyer, which authorize the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the other Transaction Documents.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof.

**Section 3.01 Organization and Authority of Seller.** Seller is a corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania. Seller has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

**Section 3.02 No Conflicts or Consents.** The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the certificate of incorporation or by-laws of Seller; (b) violate or breach any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) except as set forth in Section 3.02 of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any Assigned Contract; or (d) except as set forth in Section 3.02 of the Disclosure Schedules, require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to Seller in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a Material Adverse Effect and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a Material Adverse Effect. For purposes of this Agreement: (i) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or other requirement or rule of law of any Governmental Authority; (ii) "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority; (iii) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity; and (iv) "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is materially adverse to the business, results of operations, financial condition or assets of the Business, taken as a whole.

**Section 3.03 Financial Statements.** Copies of the financial statements (the "**Financial Statements**") have been made available to Buyer on behalf of Seller for purposes of this Agreement. The Financial Statements have been prepared in accordance with generally accepted accounting principles in effect in the United States from time to time, applied on a consistent basis throughout the period involved. The Financial Statements fairly present in all material respects the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated.

**Section 3.04 Assigned Contracts.** Except as set forth on Section 3.04 of the Disclosure Schedules, Seller is not in breach of or default under any Assigned Contract, except for such breaches or defaults that would not have a Material Adverse Effect. Buyer understands and acknowledges that Seller has not obtained the consent necessary to assign the Assigned Contracts referenced in the footnote set forth on Section 3.02 of the Disclosure Schedules and such consent may be delayed or may never be received.

**Section 3.05 Title to Tangible Personal Property.** Except as set forth in Section 3.05 of the Disclosure Schedules, Seller has good and valid title to, or a valid leasehold interest in, all Tangible Personal Property included in the Purchased Assets, free and clear of any lien, charge, claim, pledge, security interest or other similar encumbrance (each, an "**Encumbrance**"), except for: (a) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business; (c) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; and (d) other imperfections of title or Encumbrances, if any, that would not have a Material Adverse Effect.

**Section 3.06 Sufficiency of Assets.** The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing.

**Section 3.07 Legal Proceedings; Governmental Orders.**

(a) Except as set forth in Section 3.07(a) of the Disclosure Schedules, there are no claims, actions, suits, investigations or other legal proceedings (collectively, "**Actions**") pending or, to Seller's knowledge, threatened against or by Seller relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities, which if determined adversely to Seller would result in a Material Adverse Effect.

(b) Except as set forth in Section 3.07(b) of the Disclosure Schedules, there are no outstanding Governmental Orders against, relating to or affecting the Business or the Purchased Assets, which would have a Material Adverse Effect.

**Section 3.08 Compliance with Laws.** Except as set forth in Section 3.09 of the Disclosure Schedules, Seller is in compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, except where the failure to be in compliance would not have a Material Adverse Effect.

**Section 3.09 Taxes.**

(a) Except as set forth in Section 3.09 of the Disclosure Schedules, or as would not have a Material Adverse Effect, Seller has filed (taking into account any valid extensions) all material Tax Returns with respect to the Business required to be filed by Seller for any tax periods prior to Closing and has paid all Taxes shown thereon as owing. Seller is not currently the beneficiary of any extension of time within which to file any material Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business.

(b) The representations and warranties set forth in this Section 3.09 are Seller's sole and exclusive representations and warranties regarding Tax matters.

(c) The term "**Taxes**" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto.

**Section 3.10 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 Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

**Section 3.11 No Other Representations and Warranties.** Except for the representations and warranties contained in this Article III (including the related portions of the Disclosure Schedules), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information, documents or material regarding the Business and the Purchased Assets furnished or made available to Buyer and its Representatives in any form (including any information, documents, or material delivered or otherwise made available to Buyer on behalf of Seller for purposes of this Agreement] or any management presentations made in expectation of the transactions contemplated hereby), or as to the future revenue, profitability, or success of the Business, or any representation or warranty arising from statute or otherwise in Law. For purposes of this Agreement, "**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

## ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Disclosure Schedules, Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof.

**Section 4.01 Organization and Authority of Buyer.** Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania. Buyer has all necessary limited liability company power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

**Section 4.02 No Conflicts; Consents.** The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the certificate of organization or operating agreement of Buyer; (b) violate or breach any provision of any Law or Governmental Order applicable to Buyer; (c) require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any agreement to which Buyer is a party; or (d) require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

**Section 4.03 Solvency; Sufficiency of Funds.** Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all Liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

**Section 4.04 Legal Proceedings.** There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

**Section 4.05 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 Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

**Section 4.06 Independent Investigation.** Buyer has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Article III of this Agreement (including related portions of the Disclosure Schedules); and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Purchased Assets or this Agreement, except as expressly set forth in Article III of this Agreement (including the related portions of the Disclosure Schedules).

## **ARTICLE V COVENANTS**

**Section 5.01 Confidentiality.** Buyer acknowledges and agrees that the confidentiality agreement set forth in the Letter of Intent dated as of October 6, 2023, between Buyer and Seller (the "**Confidentiality Agreement**") remains in full force and effect and, in addition, covenants and agrees to keep confidential, in accordance with the provisions of the Confidentiality Agreement, information provided to Buyer pursuant to this Agreement.

**Section 5.02 Public Announcements.** Unless otherwise required by applicable Law, no party to this Agreement shall make any public announcements in respect of this 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), and the parties shall cooperate as to the timing and contents of any such announcement.

**Section 5.03 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 5.04 Transfer Taxes.** All transfer, sales, use, registration, documentary, stamp, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents, if any, shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

**Section 5.05 Further Assurances.** Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, 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 Agreement and the other Transaction Documents.

**Section 5.06 Employees.** Buyer intends to offer employment to each of Seller's employees. Accordingly, it is Buyer's intention that no employee will suffer an employment loss as a result of this transaction during the 90-day period after the Closing and all employees will transfer in the same positions, performing the same duties, and receiving the same pay.

## ARTICLE VI INDEMNIFICATION

**Section 6.01 Survival.** Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is eighteen (18) months from the Closing Date, provided that Fundamental Representations shall survive until the expiration of the applicable statute of limitation. As used herein, “**Fundamental Representation**” means representations and warranties of (1) Seller under Section 3.01, 3.02, 3.09, and 3.10, and (2) Buyer under Section 4.01, 4.02, and 4.05. None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

**Section 6.02 Indemnification by Seller.** Subject to the other terms and conditions of this Article VI, from and after the Closing, Seller shall indemnify Buyer against, and shall hold Buyer harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees (collectively, “**Losses**”), incurred or sustained by, or imposed upon, Buyer based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement; or
- (c) any Excluded Asset or any Excluded Liability.

**Section 6.03 Indemnification by Buyer.** Subject to the other terms and conditions of this Article VI, from and after the Closing, Buyer shall indemnify Seller against, and shall hold Seller harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Seller based upon, arising out of or with respect to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement; or
- (c) any Assumed Liability, which shall, for clarity, include the Assumed PTO.

**Section 6.04 Certain Limitations.** The party making a claim under this Article VI is referred to as the “**Indemnified Party**,” and the party against whom such claims are asserted under this Article VI is referred to as the “**Indemnifying Party**.” The indemnification provided for in Section 6.02 and Section 6.03 shall be subject to the following limitations:

(a) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification under Section 6.02(a) or Section 6.03(a), as the case may be, until the aggregate amount of all Losses in respect of indemnification under Section 6.02(a) or Section 6.03(a) exceeds \$25,000 (the “**Deductible**”), in which event the Indemnifying Party shall only be required to pay or be liable for Losses in excess of the Deductible.

(b) The aggregate amount of all Losses for which an Indemnifying Party shall be liable pursuant to Section 6.02(a) or Section 6.03(a), as the case may be, shall not exceed \$500,000.

(c) 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 Agreement, or diminution of value or any damages based on any type of multiple.

(d) The limitations under this Section 6.04 shall not apply in case of (I) fraud or intentional misrepresentation, or (II) indemnification under Section 6.02(a) or 6.03(a) for a breach of Fundamental Representations, Section 6.02(b) or Section 6.02(c), Section 6.03(b) or Section 6.03(c) (which shall, for clarity, include the Assumed PTO).

**Section 6.05 Indemnification Procedures.** Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. Such notice by the Indemnified Party shall: (a) describe the claim in reasonable detail; (b) include copies of all material written evidence thereof; and (c) indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this 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, subject to the Indemnifying Party’s right to control the defense thereof. 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 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. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any claim, including: (i) making available (subject to the provisions of Section 5.01) records relating to such claim; and (ii) furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such claim. The Indemnifying Party shall not settle any Action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

**Section 6.06 Tax Treatment of Indemnification Payments.** All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

**Section 6.07 Exclusive Remedies.** The parties acknowledge and agree that from and after the Closing their sole and exclusive remedy with respect to any and all claims (other than claims arising from intentional fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth

herein or otherwise relating to the subject matter of this Agreement shall be pursuant to the indemnification provisions set forth in this Article VI. In furtherance of the foregoing, each party hereby waives, from and after the Closing, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VI. Nothing in this Section 6.07 shall limit any Person's right to seek and obtain any equitable relief to which such Person shall be entitled or to seek any remedy on account of any intentional fraud by any party hereto.

## ARTICLE VII MISCELLANEOUS

**Section 7.01 Expenses.** Except as otherwise expressly provided herein (including Section 5.04 hereof), all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**Section 7.02 Notices.** All notices, claims, demands 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 email 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 7.02):

**If to Seller:** Pittsburgh Transportation Group Charter Services, Inc.  
c/o Transdev North America Inc.  
720 E. Butterfield Rd., Suite 300  
Lombard, IL 60148  
Email: Randall.Lewis@transdev.com  
Attention: Randall Lewis, General Counsel

*with a copy to:*  
(which shall not constitute notice) Husch Blackwell LLP  
Email: casey.kidwell@huschblackwell.com  
Attention: Casey W. Kidwell, Esq.

**If to Buyer:** PTG Bus, LLC  
1825 Liverpool Street  
Pittsburgh, PA 15233  
Email: jamiecampolongo@yahoo.com  
Attention: Jamie Campolongo

*with a copy to:*  
(which shall not constitute notice) Foulston Siefkin LLP  
Email: iyamaashi@foulston.com  
Attention: Issaku Yamaashi, Esq.

**Section 7.03 Interpretation; Headings.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 7.04 Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

**Section 7.05 Entire Agreement.** This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, 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 Agreement and those in the other Transaction Documents, the Exhibits and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

**Section 7.06 Successors and Assigns; Assignment.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

**Section 7.07 Amendment and Modification; Waiver.** This 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 or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

**Section 7.08 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.**

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Any legal suit, action, proceeding or dispute arising out of or relating to this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby 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 County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding or dispute.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL

ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**Section 7.09 Counterparts.** This 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 Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

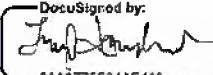
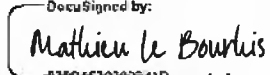
**Section 7.10 Non-Recourse.** This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

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

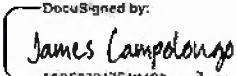
SELLER:

**PITTSBURGH TRANSPORTATION  
GROUP CHARTER SERVICES, INC.**

DocuSigned by:		DocuSigned by:	
By:			
Name:	Laura J. Hendricks	Mathieu Le Bourhis	
Title:	Chief Executive Officer CFO		

BUYER:

**PTG BUS, LLC**

DocuSigned by:	
By:	
Name:	James Campolongo
Title:	Managing Member

**EXHIBIT A**  
**BILL OF SALE**

Attached.

**EXHIBIT B**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

Attached.

**EXHIBIT C**

**TRANSITION SERVICES AGREEMENT**

Attached.