

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF 3329003 CANADA INC., MEGABUS CANADA INC.,
3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR
(PROPERTIES) INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND
INVESTMENTS LIMITED**

**APPLICATION OF COACH USA INC. UNDER SECTION 46 OF THE *COMPANIES
CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 AMENDED**

Applicant

**MOTION RECORD
(Returnable August 23, 2024)
(Volume 2 of 2)**

August 19, 2024

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THIS IS **EXHIBIT "G"** REFERRED TO IN THE AFFIDAVIT
OF SPENCER WARE, SWORN BEFORE ME
THIS 19TH DAY OF AUGUST, 2024.

A handwritten signature in blue ink, appearing to read "L. Fraser-Richardson".

LINDA FRASER-RICHARDSON
A Commissioner for taking Affidavits
(or as may be)

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**APPLICATION OF COACH USA, INC. UNDER SECTION 46 OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**FIRST REPORT OF THE INFORMATION OFFICER
ALVAREZ & MARSAL CANADA INC.**

July 17, 2024

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1.0 INTRODUCTION

- 1.1 On June 11, 2024 (the “**Petition Date**”), Coach USA, Inc. (“**Coach USA**”) and certain of its affiliates (collectively, the “**Chapter 11 Debtors**” or the “**Company**”) commenced cases in the United States Bankruptcy Court for the District of Delaware (the “**U.S. Bankruptcy Court**”) by filing voluntary petitions for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code (the “**Chapter 11 Cases**”).
- 1.2 The primary purpose of the Chapter 11 Cases is to provide the Chapter 11 Debtors with the necessary relief to continue the sale process that began prior to the Petition Date and consummate value maximizing transactions, including a transaction involving the Canadian subsidiaries, 3329003 Canada Inc., Megabus Canada Inc., 3376249 Canada Inc., 4216849 Canada Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc. and Douglas Braund Investments Limited (collectively, the “**Canadian Debtors**”). Each Canadian Debtor is also a Chapter 11 Debtor in the Chapter 11 Cases.
- 1.3 On June 13, 2024, following a hearing in respect of the first day motions filed by the Chapter 11 Debtors, the U.S. Bankruptcy Court granted certain orders (collectively, the “**First Day Orders**”), including an order authorizing Coach USA to act as a foreign representative in the Chapter 11 Cases.¹

¹ Copies of each of the orders entered and other documents related to the Chapter 11 Cases are available at the website maintained by Kroll Restructuring Administration LLC (“**Kroll**”): <https://cases.ra.kroll.com/CoachUSA/>.

- 1.4 On June 14, 2024, upon the application of Coach USA, in its capacity as foreign representative in respect of the Chapter 11 Cases (the “**Foreign Representative**”), the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted two orders (the “**Initial Recognition Order**” and the “**Supplemental Order**”) that, among other things: (a) recognized the Chapter 11 Cases as a “foreign main proceeding” in respect of the Canadian Debtors under Part IV of the *Companies’ Creditors Arrangement Act* (the “**CCAA**”); (b) recognized Coach USA as the “foreign representative” of the Canadian Debtors; (c) granted a stay of proceedings in respect of the Canadian Debtors, and their respective directors and officers; (d) appointed Alvarez & Marsal Canada Inc. (“**A&M**”) as the information officer (in such capacity, the “**Information Officer**”) in respect of the proceedings under Part IV of the CCAA (the “**CCAA Recognition Proceedings**”, and together with the Chapter 11 Cases, the “**Restructuring Proceedings**”); (e) recognized and gave effect in Canada to certain of the First Day Orders (the “**Recognized First Day Orders**”); and (f) granted the Administration Charge, the Directors’ Charge and the DIP Charge (each as defined in the Supplemental Order).
- 1.5 A&M, in its capacity as Proposed Information Officer, filed with this Court a report dated June 14, 2024 (the “**Pre-Filing Report**”), which provided this Court with, among other things, certain background information with respect to the Canadian Debtors and the Chapter 11 Cases. A copy of the Pre-Filing Report is attached hereto as **Appendix “A”** and has been made available on the Information Officer’s case website at: www.alvareazandmarsal.com/coachcanada (the “**Case Website**”).

2.0 TERMS OF REFERENCE AND DISCLAIMER

2.1 In preparing this report (this “**First Report**”), A&M has relied solely on information and documents provided by the Foreign Representative and the other Chapter 11 Debtors, their U.S. financial advisor and their Canadian legal counsel, and publicly available documents filed with the U.S. Bankruptcy Court (collectively the “**Information**”). Except as otherwise described in this First Report:

- (a) the Information Officer has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Information Officer has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CASs**”) pursuant to the *Chartered Professional Accountants of Canada Handbook* (the “**Handbook**”) and accordingly, the Information Officer expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and
- (b) some of the information referred to in this First Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the Handbook, has not been performed.

2.2 Future-oriented financial information referred to in this First Report was prepared based on estimates and assumptions made by the Company’s management. Readers are cautioned that, since projections are based upon assumptions about future events and conditions that

are not ascertainable, the actual results will vary from the projections, and the variations could be significant.

2.3 This First Report should be read in conjunction with the Affidavit of Spencer Ware sworn on July 11, 2024 (the “**Second Ware Affidavit**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Second Ware Affidavit or the Pre-Filing Report, as applicable.

2.4 Unless otherwise stated, all monetary amounts contained herein are expressed in United States dollars.

3.0 PURPOSE OF THIS REPORT

3.1 The purpose of this First Report is to provide this Court with information regarding the following:

- (a) the Foreign Representative’s motion for an order (the “**Second Supplemental Order**”) recognizing and giving effect in Canada to the U.S. Orders (as defined below); and
- (b) a summary of the activities of the Information Officer since the date of its appointment.

4.0 ORDERS FOR WHICH RECOGNITION IS BEING SOUGHT

4.1 The Chapter 11 Debtors have recently sought and obtained from the U.S. Bankruptcy Court final versions of certain of the Recognized First Day Orders which were initially granted on an interim basis (the “**Final First Day Orders**”), as well as certain additional orders,

including the Bar Date Order, the Rejection Order and the De Minimis Assets Order (the “**Second Day Orders**”, and together the Final First Day Orders and the Second Day Orders, the “**U.S. Orders**”).

- 4.2 The Foreign Representative is now seeking recognition of the U.S. Orders by this Court, and a hearing before this Court has been scheduled for July 18, 2024 for this purpose.
- 4.3 The Information Officer and its legal counsel have reviewed each of the U.S. Orders that the Foreign Representative is seeking recognition of and supports the recognition of the U.S. Orders by this Court.
- 4.4 Each of the U.S. Orders for which recognition of this Court is being sought is described in the Second Ware Affidavit and copies are attached as exhibits thereto.
- 4.5 The Information Officer notes that the Final First Day Orders for which the Foreign Representative is seeking recognition are, for the most part, common in Chapter 11 proceedings and are substantially consistent with the interim orders previously recognized by this Court pursuant to the Supplemental Order.
- 4.6 This First Report includes pertinent information regarding the following Second Day Orders for which the Foreign Representative is seeking recognition: the Bar Date Order, the Rejection Order and the De Minimis Assets Order.
- 4.7 The Information Officer understands that the Chapter 11 Debtors sought the U.S. Bankruptcy Court’s approval of the Final DIP Order and the Bidding Procedures Order in respect of the NewCo Stalking Horse APA (which provides for, among other things, the

sale of substantially all of the Canadian Debtors' assets), and related bid protections (the "NewCo Bidding Procedures Order"), on July 16, 2024 (the "Bidding Procedures and Final DIP Hearing").² The Information Officer further understands that the Official Committee of Unsecured Creditors to the Chapter 11 Debtors (the "UCC") filed an objection to the Final DIP Order and the NewCo Bidding Procedures Order in advance of such hearing (the "Objection"). Among other things, pursuant to the Objection, the UCC objected: (a) with respect to the Final DIP Order, to the "creeping roll-up" structure of the DIP Facility, the DIP Facility liens provided on previously unencumbered assets, including two previously unencumbered real properties in the U.S., and the milestones and other controls provided to the DIP Lenders over the sale process; and (b) with respect to the NewCo Bidding Procedures Order, to the consideration provided under the NewCo Stalking Horse APA and the appropriateness of the bid protections provided thereunder. The Information Officer has been advised by the Canadian Debtors that the Bidding Procedures and Final DIP Hearing will continue before the U.S. Bankruptcy Court on July 19, 2024, and that, if entered by the U.S. Bankruptcy Court, the Canadian Debtors intend to seek recognition of the Final DIP Order and the NewCo Bidding Procedures Order in the CCAA Recognition Proceedings. The Information Officer will file a further report with this Court in advance of such hearing.

² The Information Officer understands that the Bidding Procedures Order in respect of the two other stalking horse agreements (which do not contemplate the sale of the Canadian Debtors' assets) was entered by the U.S. Bankruptcy Court on July 9, 2024.

Bar Date Order

4.8 The proposed Second Supplemental Order contemplates recognition in Canada of the Bar Date Order. The Bar Date Order is described in the Second Ware Affidavit and is attached thereto as Exhibit “Q”. The Bar Date Order sets out the categories of claimants holding a claim against any of the Chapter 11 Debtors that must file a Proof of Claim (as defined in the Bar Date Order), along with applicable deadlines (the “**Bar Dates**”) for each category, as set out below:

- (a) Proofs of Claim must be submitted on or before 5:00 p.m. (prevailing Eastern Time) on the date that is 35 days after service of the Bar Date Notice (as defined below), which will be within five (5) business days after the later of: (i) the date the Chapter 11 Debtors file their Schedules (as defined below) with the U.S. Bankruptcy Court, and (ii) the date of entry of the Bar Date Order (the “**General Bar Date**”);
- (b) governmental agencies and authorities must file Proofs of Claim on or before 5:00 p.m. (prevailing Eastern Time) on December 9, 2024, or such later date as the Bankruptcy Rules may provide (the “**Governmental Bar Date**”);
- (c) unless ordered otherwise, entities with claims arising from the rejection of executory contracts and unexpired leases must file a Proof of Claim on or before 5:00 p.m. on the date that is 30 days following service of an order approving the rejection; and
- (d) if the Chapter 11 Debtors amend or supplement the schedules of assets and liabilities filed in the Chapter 11 Cases (the “**Schedules**”) which results in a

reduction in the amount of a claim, a change in nature or classification of a claim, or adds a new claim, affected creditors must file Proofs of Claim on the date that is 21 days from the date on which the Chapter 11 Debtors provide notice of the amendment to Schedules.

- 4.9 In addition to establishing the Bar Dates, the Bar Date Order: (a) establishes related procedures for the filing of Proofs of Claim; (b) approves the form and scope of notice of the Bar Dates; (c) approves the mailing procedures with respect to the bar date notices (the “**Bar Date Notice**”); and (d) grants certain additional relief.
- 4.10 Under the Bar Date Order, the Chapter 11 Debtors are required to send the Bar Date Notice to all known creditors, including known creditors of the Canadian Debtors.
- 4.11 The Information Officer notes that:
- (a) to help ensure that Canadian domiciled creditors have notice of the Bar Date Order, the Information Officer will post notice of the General Bar Date and Governmental Bar Date, as well as the Proof of Claim form, the Bar Date Order, and Bar Date Notice material to its Case Website;
 - (b) the General Bar Date is approximately five (5) weeks after the date of the hearing in respect of the Bar Date Order;
 - (c) the Bar Date Order provides that the Chapter 11 Debtors will provide notice to all known creditors, including known Canadian creditors; and

(d) in addition to the noticing requirements set forth in the Bar Date Order, the Information Officer understands that a newspaper notice in respect of the Bar Date Order is expected to be published in *The Globe and Mail (National Edition)* as well.

Rejection Order

4.12 The proposed Second Supplemental Order contemplates recognition in Canada of the Rejection Order, which provides for: (a) the rejection of a certain nonresidential lease for a bus facility in Anaheim, California (the “**Rejected Lease**”); (b) the rejection of a certain contract between U.S. Chapter 11 Debtors Megabus Northeast, LLC and Qualtrics, LLC (the “**Rejected Contract**” and, together with the Rejected Lease, the “**Rejected Agreements**”); and (c) the abandonment of any personal property of the Chapter 11 Debtors that remained as of the Petition Date on the premises subject to the Rejected Lease (the “**Personal Property**”). The Rejection Order is described in the Second Ware Affidavit and is attached thereto as Exhibit “N”.

4.13 The Information Officer understands that the counterparties to the Rejected Agreements have been provided notice of the Chapter 11 Debtors’ motion for the Rejection Order.

4.14 The Information Officer understands that the recognition of the Rejection Order in Canada is necessary in order to avoid the administrative burden on the Chapter 11 Debtors’ estates that the rejection of the Rejected Agreements would necessitate should any of the Personal Property belong to the Canadian Debtors.

De Minimis Assets Order

- 4.15 The proposed Second Supplemental Order contemplates recognition in Canada of the De Minimis Assets Order. The De Minimis Assets Order is described in the Second Ware Affidavit and is attached thereto as Exhibit “M”.
- 4.16 The De Minimis Assets Order, among other things, authorizes and establishes procedures for the expedited sale, transfer or abandonment of assets with an aggregate sale price less than or equal to \$1,500,000, subject to certain exceptions as set out therein, free and clear of all liens, without the need for further court approval and with liens attaching to the proceeds therefrom with the same validity, extent, and priority as had attached to the assets immediately prior to the transaction, as well as the notice requirements for same.
- 4.17 Pursuant to the proposed Second Supplemental Order, the Canadian Debtors shall be authorized to deal with their property in accordance with the De Minimis Assets Order notwithstanding paragraph 5 of the Initial Recognition Order; provided that, a Canadian Debtor shall provide written notice to the Information Officer at least seven (7) days prior to taking any action with respect to its property pursuant to the De Minimis Assets Order.
- 4.18 The Information Officer understands the need for the Chapter 11 Debtors to be able to close transactions involving their de minimis assets during the Restructuring Proceedings in an efficient and timely manner without the need to file a separate motion to approve each such transaction. The Information Officer believes that the transaction threshold of \$1,500,000 for an individual transaction or series of transactions to a single buyer or group of related buyers is reasonable in the circumstances.

5.0 ACTIVITIES OF THE INFORMATION OFFICER

5.1 The activities of the Information Officer since being appointed include:

- (a) establishing a website at <https://www.alvarezandmarsal.com/coachcanada> to make available copies of the Orders granted in the CCAA Recognition Proceedings, as well as other relevant motion materials, reports and information. In addition, there is a link on the Information Officer's website to the Chapter 11 Debtors' restructuring website maintained by Kroll that includes copies of all U.S. Bankruptcy Court materials and orders, petitions, notices, and other materials;
- (b) coordinating publication of the notice of the Chapter 11 Cases and CCAA Recognition Proceedings in *The Globe & Mail (National Edition)* newspaper, on June 21 and June 28, 2024;
- (c) monitoring Kroll's restructuring website for activity in the Chapter 11 Cases;
- (d) responding to stakeholder inquiries regarding the Restructuring Proceedings;
- (e) discussing with the Chapter 11 Debtors' Canadian legal counsel and advisors regarding matters relevant to the Chapter 11 Cases;
- (f) reviewing the Chapter 11 Debtors' motions filed, and orders of the U.S. Bankruptcy Court entered, in the Chapter 11 Cases;
- (g) preparing this First Report; and

(h) engaging with counsel to the Information Officer in respect of the exercise of its powers and the performance of its obligations.

6.0 RECOMMENDATIONS

6.1 The Information Officer is of the view that the U.S. Orders are fair and reasonable in the circumstances and understands that the recognition of the U.S. Orders is necessary to advance the Restructuring Proceedings, including the Chapter 11 Debtors' efforts to maximize the value of their estates.

6.2 Based on the foregoing, the Information Officer respectfully recommends that this Court grant the relief requested by the Foreign Representative in the proposed Second Supplemental Order, including recognizing and giving effect to the U.S. Orders in Canada.

All of which is respectfully submitted to the Court this 17th day of July, 2024.

**ALVAREZ & MARSAL CANADA INC.,
Information Officer of the Canadian Debtors
and not in its personal or corporate capacity**

Per: 

Alan J. Hutchens
Senior Vice-President

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CV-24-00722168-00CL

AND IN THE MATTER OF 3329003 CANADA INC., MEGABUS CANADA INC., 3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR (PROPERTIES) INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND INVESTMENTS LIMITED

APPLICATION OF COACH USA, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

FIRST REPORT OF THE INFORMATION OFFICER

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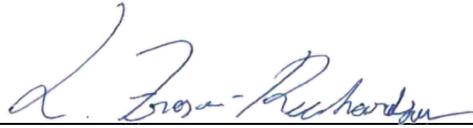
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THIS IS **EXHIBIT "H"** REFERRED TO IN THE AFFIDAVIT
OF SPENCER WARE, SWORN BEFORE ME
THIS 19TH DAY OF AUGUST, 2024.

A handwritten signature in blue ink, appearing to read "L. Fraser-Richardson", written over a horizontal line.

LINDA FRASER-RICHARDSON
A Commissioner for taking Affidavits
(or as may be)

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

THURSDAY, THE 18TH

)

JUSTICE OSBORNE

)

DAY OF JULY, 2024

IN THE MATTER OF THE *COMPANIES' CREDITORS*
***ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

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APPLICATION OF COACH USA, INC UNDER SECTION 46 OF THE
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AMENDED

SECOND SUPPLEMENTAL ORDER

THIS MOTION, made by Coach USA, Inc., in its capacity as the foreign representative (the "**Foreign Representative**") of 3329003 Canada Inc., Megabus Canada Inc., 3376249 Canada Inc., 4216849 Canada Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc. and Douglas Braund Investments Limited (collectively, the "**Canadian Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Motion Record, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Spencer Ware affirmed July 11, 2024 (the "**Ware Affidavit**"), and the First Report of the Alvarez & Marsal Canada Inc., in its capacity as information officer (the "**Information Officer**"), each filed.

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer, counsel for Wells Fargo Bank, National Association and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Milan Singh-Cheema sworn July 12, 2024, and on reading the consent of A&M to act as the information officer:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Ware Affidavit or the Supplemental Order (Foreign Main Proceeding) of this Court dated June 14, 2024.

RECOGNITION OF FOREIGN ORDERS

3. **THIS COURT ORDERS** that the following orders (the "**Foreign Orders**") of the U.S. Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Final Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes And Fees And Related Obligations; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief (the "**Taxes and Fees Order**") (a copy of which is attached hereto as Schedule "A");*
- (b) *Final Order (I) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Payment, (III) Establishing Procedures for Determining Additional Adequate Assurance of Payment; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief (the "**Final Utilities Order**") (a copy of which is attached hereto as Schedule "B");*
- (c) *Final Order (I) Authorizing (A) Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in connection with Insurance and Surety Programs, including Payment of Policy Premiums, Self-Insured Retention Fees,*

Broker Fees, and Claims Administrator Fees, and (B) Continuation of Insurance Premium Financing Programs; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief ("Final Insurance and Surety Bond Order") (a copy of which is attached hereto as Schedule "C");

(d) *Final Order (I) Authorizing Maintenance of the Cash Management System; (II) Authorizing Maintenance of the Existing Bank Accounts; (III) Authorizing Continued Use of Existing Business Forms; (IV) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Course of Business and Grant of Administrative Expense Status for Postpetition Intercompany Claims; and (V) Granting Related Relief (the "Final Cash Management Order")* (a copy of which is attached hereto as Schedule "D");

(e) *Final Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, and Lien Claimants; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Granting Related Relief (the "Final Critical Vendors Order")* (a copy of which is attached hereto as Schedule "E");

(f) *Final Order (I) Authorizing Debtors to Honor and Continue Certain Customer Programs and Customer Obligations in the Ordinary Course of Business; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief (the "Final Customer Programs Order")* (a copy of which is attached hereto as Schedule "F");

- (g) *Final Order (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief (the "**Final Employee Wages Order**") (a copy of which is attached hereto as Schedule "G");*
- (h) *Final Order Establishing Certain Notice and Hearing Procedures for (I) Certain Transfers of Equity In (A) Project Kenwood Holdings, Inc., (B) Project Kenwood Intermediate Holdings I, Inc., (C) Project Kenwood Intermediate Holdings II, LLC; and (D) Project Kenwood Intermediate Holdings III, LLC, and (II) Certain Claims of Worthlessness with Respect to the Foregoing Equity Interests (the "**Final NOL Order**") (a copy of which is attached hereto as Schedule "H");*
- (i) *Order: Authorizing the Debtors to Reject (A) an Unexpired Lease of Nonresidential Real Property and (B) an Executory Contract, in Each Case, Effective as of the Petition Date, (II) Abandon Any Remaining Personal Property, and (III) Granting Related Relief (the "**Rejection Order**") (a copy of which is attached hereto as Schedule "I");*
- (j) *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals, and (II) Granting Related Relief (the "**Interim Compensation Order**") (a copy of which is attached hereto as Schedule "J");*
- (k) *Order (I) Authorizing the Debtors to File Under Seal the Asset Purchase Agreement by and Between the Debtors, Bus Company Holdings US, LLC, and*

1485832 B.C. Unlimited Liability Company, and (II) Granting Related Relief (the "APA Sealing Order") (a copy of which is attached hereto as Schedule "K"); and

- (1) *Order (A) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Claims Arising Under Section 503(B)(9) of the Bankruptcy Code) and (B) Approving the Form and Manner of Notice Thereof* (the "**Bar Date Order**") (a copy of which is attached hereto as Schedule "L");

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

RECOGNITION OF DE MINIMIS ASSETS ORDER

4. **THIS COURT ORDERS** that the *Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment Of De Minimis Assets* (the "**De Minimis Assets Order**") of the U.S Bankruptcy Court made in the Foreign Proceeding, a copy of which is attached hereto as Schedule "M", is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA, provided, however, that in the event of any conflict between the terms of the De Minimis Assets Order and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

5. **THIS COURT ORDERS** that each of the Canadian Debtors are authorized, notwithstanding paragraph 5 of the Initial Recognition Order, to use, sell, acquire, invest, transfer or abandon their Property in accordance with the De Minimis Assets Order, provided that a Canadian Debtors shall provide written notice to the Information Officer at least seven (7) days' prior to taking any actions with respect to its Property pursuant to the De Minimis Assets Order.

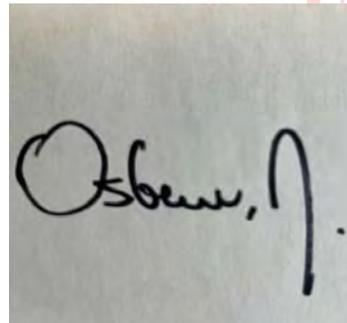
GENERAL

6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in

carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative and the Information Officer, as may be necessary or desirable to give effect to this Order, or to assist the Canadian Debtors, the Foreign Representative, the Information Officer and their respective counsel and agents in carrying out the terms of this Order.

7. **THIS COURT ORDERS** that each of the Canadian Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Time on the date of this Order.

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2024.07

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SCHEDULE A
TAXES AND FEES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 6 & 67

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN
PREPETITION TAXES AND FEES AND RELATED OBLIGATIONS,
(II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK
AND ELECTRONIC TRANSFER REQUESTS RELATED
THERE TO, (III) SCHEDULING A FINAL HEARING,
AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and Related Obligations, (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and Related Obligations, (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 67]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay prepetition Taxes and Fees to the Authorities in the ordinary course of their business up to an aggregate amount of \$1,100,000.00 absent further order of this Court.
3. The Banks are authorized, but not directed, when requested by the Debtors, to honor and process all checks and electronic payment requests drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or electronic payment requests were submitted prior to, or after, the Petition Date, provided, that sufficient funds are available in the applicable bank accounts to make such payments. The Banks are authorized, but not directed, to rely on the representations of the Debtors with respect

to whether any checks or electronic payment requests drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Final Order.

4. The Debtors are authorized, but not directed, to issue new postpetition checks or effect new postpetition fund transfers to pay the Taxes and Fees to replace any prepetition check or fund transfer requests that may be dishonored or rejected.

5. Nothing in this Final Order shall authorize the payment of any past-due taxes, or authorizes the Debtors to accelerate any payments not otherwise due.

6. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

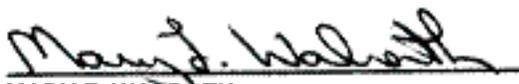
7. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

8. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

10. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE B
FINAL UTILITIES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., et al.,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 5 & 66

**FINAL ORDER (I) PROHIBITING UTILITY COMPANIES FROM ALTERING,
REFUSING, OR DISCONTINUING UTILITY SERVICES, (II) DEEMING
UTILITY COMPANIES ADEQUATELY ASSURED OF FUTURE PAYMENT,
(III) ESTABLISHING PROCEDURES FOR DETERMINING ADDITIONAL
ADEQUATE ASSURANCE OF PAYMENT, (IV) SCHEDULING A FINAL
HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Payment, (III) Establishing Procedures for Determining Additional Adequate Assurance of Payment, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order (I) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Payment, (III) Establishing Procedures For Determining Additional Adequate Assurance of Payment, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 66]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. Subject to the Assurance Procedures set forth below, no Utility Company may (a) alter, refuse, terminate, or discontinue Utility Services to, or discriminate against, the Debtors on the basis of the commencement of these Chapter 11 Cases or on account of outstanding prepetition invoices, or (b) require additional assurance of payment, other than the Utility Deposit, as a condition to the Debtors receiving such Utility Services.
3. To the extent not already done, the Debtors shall promptly deposit, as adequate assurance for the Utility Companies, \$223,988.00 in the aggregate (the “Utility Deposit”) into a

segregated account maintained at a bank that has entered into a Uniform Depository Agreement in a form prescribed by the Office of the United States Trustee for the District of Delaware (the “Utility Deposit Account”) within twenty (20) days of the Petition Date to be maintained during the pendency of these Chapter 11 Cases as provided for herein, which Utility Deposit shall not be subject to any liens granted to the Debtors’ postpetition lender(s) under any order entered by this Court authorizing debtor in possession financing under section 364 of the Bankruptcy Code.

4. Subject to the Assurance Procedures set forth below, the Utility Deposit constitutes adequate assurance of future payment to the Utility Companies under section 366 of the Bankruptcy Code (the “Adequate Assurance”).

5. The following Assurance Procedures are approved in all respects:

- a. Any Utility Company desiring assurance of future payment for utility service beyond the Adequate Assurance must serve a request (an “Additional Assurance Request”) so that it is received by the following: (i) Coach USA, Inc., 160 S Route 17 North, Paramus, NJ 07652 (Attn: Chrystal Haag-Morris (chrystal.morris@cr3partners.com)); (ii) proposed co-counsel to the Debtors, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: William Hao and Andrew T. Frisoli) (william.hao@alston.com, andrew.frisoli@alston.com), Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill and Rebecca L. Lamb) (jmulvihill@ycst.com, rlamb@ycst.com); and proposed co-counsel to the Official Committee of Unsecured Creditors, Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark, Bennett S. Silverberg, Sharon Dwoskin (rstark@brownrudnick.com, bsilverberg@brownrudnick.com, sdwoskin@brownrudnick.com) and Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)).
- b. Any Additional Assurance Request must: (i) be made in writing; (ii) specify the amount and nature of assurance of payment that would be satisfactory to the Utility Company; (iii) set forth the location(s) for which Utility Services are provided and the relevant account number(s); (iv) describe any deposits, prepayments, or other security currently held by the requesting Utility Company; and (v) explain why the requesting Utility

Company believes the Adequate Assurance is not sufficient adequate assurance of future payment.

- c. Upon the Debtors' receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall promptly negotiate with the requesting Utility Company to resolve its Additional Assurance Request.
- d. The Debtors may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of this Court, and may, in connection with any such resolution, in their discretion, provide the requesting Utility Company with additional assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments, and/or other forms of security, if the Debtors believe such additional assurance is reasonable. Without the need for any notice to, or action, order, or approval of, this Court, the Debtors may reduce the amount of the Utility Deposit by any amount allocated to a particular Utility Company to the extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company.
- e. If the Debtors determine that an Additional Assurance Request is not reasonable or are unable to reach an alternative resolution with the applicable Utility Company, the Debtors will request a hearing, upon reasonable notice, before this Court to determine the adequacy of assurances of payment made to the requesting Utility Company (the "Determination Hearing"), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.
- f. Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be restrained from discontinuing, altering, or refusing service to the Debtors on account of unpaid charges for prepetition services, the commencement of these Chapter 11 Cases, or any objections to the Adequate Assurance, or requiring the Debtors to furnish any additional deposit or other security for the continued provision of services.
- g. The Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to make an Additional Assurance Request.
- h. The portion of the Utility Deposit attributable to each Utility Company may be returned to the Debtors, without further order of this Court, on the earlier of (i) the reconciliation and payment by the Debtors of the Utility Company's final invoice following the Debtors' termination of Utility Services from such Utility Company, provided that such Utility Company does not dispute that it has been paid in full for postpetition services or does not respond to a notice of the Debtors' intent to reduce the Utility

Deposit without fourteen (14) days following the filing and service of such notice upon the affected Utility Company and (ii) the effective date of any chapter 11 plan confirmed in these Chapter 11 Cases.

6. The Debtors are authorized to increase the Utility Deposit by an amount equal to approximately two (2) weeks of the Debtors' estimated aggregate utility expense for each Additional Utility Company identified subsequent to the Petition Date. The Additional Utility Companies (such as they are defined in the Motion) are subject to the terms of this Final Order (including the Assurance Procedures).

7. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates; (b) a waiver of the Debtors' right to dispute any claim or lien; or (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

8. The Debtors are authorized to reduce the Utility Deposit to the extent that it includes an amount on account of a Utility Company that the Debtors subsequently determine should be removed from the Utility Deposit Account upon either: (a) obtaining the affected Utility Company's consent to reduce the Utility Deposit or (b) providing such affected Utility Company with fourteen (14) days' notice of their intent to reduce the Utility Deposit and receiving no response thereto.

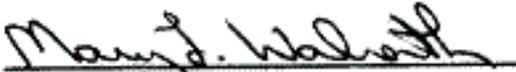
9. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744839.3

SCHEDULE C
FINAL INSURANCE AND SURETY BOND ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 7 & 68

FINAL ORDER (I) AUTHORIZING (A) PAYMENT OF PREPETITION OBLIGATIONS INCURRED IN THE ORDINARY COURSE OF BUSINESS IN CONNECTION WITH INSURANCE AND SURETY PROGRAMS, INCLUDING PAYMENT OF POLICY PREMIUMS, BROKER FEES, AND CLAIMS ADMINISTRATOR FEES, AND (B) CONTINUATION OF INSURANCE PREMIUM FINANCING PROGRAM; (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO; (III) SCHEDULING A FINAL HEARING; AND (IV) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing (A) Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in Connection with Insurance and Surety Programs, Including Payment of Policy Premiums, Broker Fees, and Claims Administrator Fees, and (B) Continuation of Insurance Premium Financing Program; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order, (I) Authorizing (A) Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in Connection with Insurance and Surety Programs, Including Payment of Policy Premiums, Broker Fees, and Claims Administrator Fees, and (B) Continuation of Insurance Premium Financing Program; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 68]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized to maintain the Insurance Programs and the Surety Program without interruption, and to renew, supplement, modify, or extend (including through

obtaining “tail” coverage) the Insurance Programs, the Surety Program, or enter into new insurance policies or new surety bonds, and to incur and pay policy premiums, broker fees, and claims administrator fees arising thereunder or in connection therewith, in accordance with the same practices and procedures as were in effect prior to the Petition Date or as may be determined by the Debtors in their business judgment.

3. The Debtors are authorized, but not directed, to pay, honor, or otherwise satisfy premiums, claims, deductibles, retrospective adjustments, administrative fees, broker fees (including, without limitation, the Broker Fees), claims administrator fees (including, without limitation, the Claims Administrator Fees), and any other obligations that were due and payable or related to the period prior to the Petition Date on account of each of the Insurance Programs (including the Financed Insurance Program) and the Surety Program up to an aggregate amount of \$976,667.

4. The Debtors are authorized, but not directed, to perform under the Surety Indemnity Agreements, including maintaining, renewing, and/or providing credit support, letters of credit, or other collateral in connection therewith and consistent with past practice, and to enter into new or related agreements in the ordinary course of business; *provided, however*, that the Debtors shall provide the Official Committee of Unsecured Creditors (the “Committee”) and Wells Fargo Bank, National Association seven (7) days’ advance notice prior to renewal, surrender, cancellation, or expiration of any insurance policy. Notwithstanding anything to the contrary Surety Indemnity Agreements, the Debtors’ filing of these Chapter 11 Cases shall not constitute a default thereunder.

5. The Debtors are authorized, but not directed, to (a) continue, in the ordinary course of business, the Financed Insurance Program, and renew the PFA and/or enter into new premium

financing agreements, as necessary, under substantially similar terms; *provided, however*, that the Debtors shall provide the Committee and Wells Fargo Bank, National Association seven (7) days' advance notice prior to entering into any new premium financing agreements, and (b) make payments under the Financed Insurance Program and the PFA and any renewed PFA or new premium financing programs as the same become due in the ordinary course of business.

6. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, or (c) an admission of the priority status of any claim.

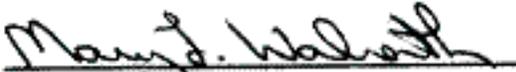
7. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

8. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

10. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744875.4

SCHEDULE D
FINAL CASH MANAGEMENT ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 9, 24 & 70

**FINAL ORDER (I) AUTHORIZING MAINTENANCE OF THE CASH
MANAGEMENT SYSTEM; (II) AUTHORIZING MAINTENANCE OF THE EXISTING
BANK ACCOUNTS; (III) AUTHORIZING CONTINUED USE OF EXISTING
BUSINESS FORMS; (IV) AUTHORIZING CONTINUED PERFORMANCE OF
INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS
AND GRANT OF ADMINISTRATIVE EXPENSE STATUS FOR POSTPETITION
INTERCOMPANY CLAIMS; AND (V) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Maintenance of the Cash Management System; (II) Authorizing Maintenance of the Existing Bank Accounts; (III) Authorizing Continued Use of Existing Business Forms; (IV) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Course of Business and Grant of Administrative Expense Status for Postpetition Intercompany Claims; and (V) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order (I) Authorizing the Maintenance of the Cash Management System; (II) Authorizing Maintenance of the Existing Bank Accounts; (III) Authorizing Continued Use of Existing Business Forms; (IV) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Course of Business and Grant of Administrative Expense Status for Postpetition Intercompany Claims; and (V) Granting Related Relief* [Docket No. 70] (the “Interim Order”); and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized to maintain and use the Cash Management System as described in the Motion.
3. The Debtors are authorized to (a) continue to use, with the same account numbers, the Bank Accounts, (b) treat the Bank Accounts for all purposes as accounts of the Debtors as

debtors in possession, and (c) use, in their present form, all Business Forms, without reference to their status as debtors in possession, except as otherwise provided in this Final Order.

4. The Banks are hereby authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the usual and ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and automated clearing house transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; *provided, however*, that, subject to paragraph 6 below, any check drawn or issued by the Debtors before the Petition Date but presented to Banks for payment after the Petition Date may be honored by the Banks only if specifically authorized by order of this Court.

5. Notwithstanding any other provision of this Final Order, if the Banks honor a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors, (b) in good faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of reasonable item handling procedures, it shall not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order.

6. The Banks are authorized to debit the Bank Accounts in the ordinary course of business without need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which were cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the filing of these Chapter 11 Cases, (b) all checks, automated clearing house entries, and other items deposited or credited to the Bank Accounts prior to filing of these

Chapter 11 Cases that have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to filing of these Chapter 11 Cases and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

7. The Banks may rely on the representations of the Debtors with respect to whether any check, item, or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and the Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

8. Those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination, fee provisions, rights, benefits, offset rights, and remedies afforded under such agreements, shall remain in full force and effect. Subject to the terms of this Final Order, either the Debtors or the Banks may, without further order of this Court, implement changes to the Debtors' Cash Management System in the ordinary course of business pursuant to the terms of those existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

9. The Debtors are authorized, but not directed, to open any new bank accounts or close the existing Bank Accounts as they, in consultation with the DIP Agent, may deem necessary and appropriate; *provided*, that the Debtors give notice within fifteen (15) days after such opening or closing to the U.S. Trustee, the Official Committee of Unsecured Creditors

(the “Committee”), and any other statutory committees appointed in these Chapter 11 Cases and such opening or closing shall be timely indicated on the Debtors’ monthly operating reports; *provided, further*, that all accounts opened by any of the Debtors on or after the Petition Date at any bank shall, for purposes of this Final Order, be deemed a Bank Account as if it had originally been listed on Exhibit D to the Motion; *provided, further*, that the Debtors shall (i) only open any such new bank accounts at banks that have executed a Uniform Depository Agreement with the U.S. Trustee, or at banks that are willing to immediately execute such an agreement and (ii) designate any new bank account a “Debtor in Possession” account by the relevant bank. To the extent the Debtors open any new bank accounts with a bank other than the Banks, the provisions of this Final Order shall apply with equal force to such banks.

10. The Debtors are authorized, but not directed, to continue paying the Bank Fees in the ordinary course of business and to honor and pay obligations in connection with the Bank Fees.

11. The Debtors are authorized to use their existing Business Forms; *provided*, that once the Debtors’ existing stock of Business Forms has been used, the Debtors shall, when reordering checks or other Business Forms, require the designation “Debtor in Possession” and the corresponding bankruptcy case number on all checks.

12. The Debtors are authorized, but not directed, to continue performing Intercompany Transactions in the ordinary course of business and to honor and pay obligations in connection with the Intercompany Transactions; *provided*, however, that, except as contemplated by the Approved Budget (as defined in the DIP Facility), the Debtors shall provide reasonable prior written notice to the DIP Agent, the Committee, and counsel to any other

statutory committee appointed in these Chapter 11 Cases of any Intercompany Transaction to a non-Debtor or any non-Prepetition ABL Loan Party.

13. The Debtors shall maintain accurate and detailed records on a monthly basis of all transfers, including Intercompany Transactions, so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions. The Debtors shall make such records available upon request by the DIP Agent or the Committee.

14. All Intercompany Claims owed by a Debtor to another Debtor shall be accorded administrative priority status of the kind specified in section 503(b) of the Bankruptcy Code to the extent such obligations arise after the Petition Date.

15. Notwithstanding use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. Within five (5) business days from the date of the entry of this Order, the Debtors shall serve a copy of this Final Order on the Banks.

17. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, or (c) an admission of the priority status of any claim. Without limitation of the foregoing, this Order shall not prevent the Committee or any other party in interest from filing an objection to any Intercompany Transaction on any ground.

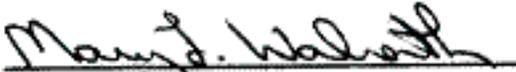
18. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

19. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

20. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

21. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744899.3

SCHEDULE E
FINAL CRITICAL VENDORS ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 12 & 75

**FINAL ORDER (I) AUTHORIZING DEBTORS TO PAY PREPETITION
CLAIMS OF CERTAIN CRITICAL VENDORS, 503(b)(9) CLAIMANTS AND
LIEN CLAIMANTS; (II) AUTHORIZING BANKS TO HONOR AND PROCESS
CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO;
AND (III) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants and Lien Claimants; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants and Lien Claimants; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 75]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed to pay all or part of, on a case-by-case basis, the Critical Vendor Claims, including the 503(b)(9) Claims, in an amount not to exceed \$6.6 million, absent further order of the Court.
3. The Debtors are authorized, but not directed, to pay all or part, on a case-by-case basis, the Lien Claims in an aggregate amount not to exceed \$1.3 million, absent further order of the Court.
4. Every Friday, the Debtors shall deliver to advisors for the Official Committee of Unsecured Creditors (the "Committee") and advisors for Wells Fargo Bank, National Association Trade Agreements executed during the previous week and a report of all payments

made under this Final Order. Such report shall contain (i) the name of the recipient; (ii) the amount of the pre-Petition Date payment; (iii) the estimated payment date; (iv) the estimated total of open pre-Petition Date invoices in the Debtors' systems (including for each recipient); and (v) upon reasonable request, an update of the vendors performing under Customary Trade Terms.

5. The Debtors are authorized, but not directed, to condition payment to any Critical Vendor or Lien Claimant upon an agreement by the party in question to provide Customary Trade Terms, including reasonable and customary price, service, quality and payment terms to the Debtors on a postpetition basis. The Debtors may require more favorable trade terms with any Critical Vendor or Lien Claimants as a condition to payment of any prepetition claim. In the event that the Debtors and the Critical Vendor or Lien Claimant in question are not, despite diligent efforts, able to come to a resolution pursuant to the Customary Trade Terms, the Debtors are authorized, but not directed, to make full or partial payment to a Critical Vendor or Lien Claimant only to the extent that the Debtors deem such payment is necessary to ensure that the particular vendor will provide necessary goods and services to the Debtors on a postpetition basis, *provided* that the Debtors shall consult with the Committee if the full or partial payment to a Critical Vendor or Lien Claimant exceeds \$200,000.

6. The Debtors are hereby authorized, but not directed, to require a Critical Vendor or Lien Claimant to enter into a Trade Agreement, substantially in the form attached as Exhibit 1 to this Final Order, before issuing payment to such Critical Vendor or Lien Claimant. The Debtors shall consult with the Committee before entering into a Trade Agreement (i) with materially different terms than those provided in Exhibit 1 and (ii) that provides for payment of more than \$200,000 to a Critical Vendor or Lien Claimant.

7. For those Critical Vendors and Lien Claimants who have agreed to provide goods and services to the Debtors on terms different from their Customary Trade Terms, the Debtors reserve the right to seek written acknowledgment of such terms on a case-by-case basis, which acknowledgment the Debtors shall provide to the Committee. Nothing in this Final Order should be construed as a waiver by any of the Debtors of their rights to contest any invoice of a Critical Vendor or Lien Claimant under applicable non-bankruptcy law.

8. If a Critical Vendor or Lien Claimant refuses to supply goods or services to the Debtors on Customary Trade Terms following payment of any portion of its Critical Vendor Claim or Lien Claim, or fails to comply with any trade agreement it entered into with the Debtors, the Debtors may, in consultation with the DIP Agent and the Committee, and without further order of the Court, (i) declare that any trade agreement, including a Trade Agreement, between the Debtors and such Critical Vendor or Lien Claimant is terminated (if applicable), (ii) declare that any payments made to such Critical Vendor or Lien Claimant on account of its Critical Vendor Claim or Lien Claim, whether pursuant to a trade agreement or otherwise, are deemed to have been in payment of then outstanding postpetition claims of such Critical Vendor or Lien Claimant, or (iii) treat such payments as avoidable unauthorized postpetition transfers of property.

9. In the event the Debtors exercise the rights set forth in the preceding paragraph, the Debtors may also request that the Critical Vendor or Lien Claimant against which the Debtors exercised such rights be required to immediately return to the Debtors any payments made on account of its Critical Vendor Claim or Lien Claim to the extent that such payments exceed the postpetition amounts then owed to such Critical Vendor, without giving effect to any rights of setoff or reclamation.

10. Any payments with respect to prepetition claims hereunder shall first be used to satisfy any allowed claim of the applicable Critical Vendor or Lien Claimant that is entitled to priority under section 503(b)(9) of the Bankruptcy Code, in whole or in part, and thereafter to satisfy the applicable Critical Vendor or Lien Claimant's general unsecured claim(s).

11. The Debtors shall not make any payments under this Final Order (i) on account of any pre-Petition Date claims to any non-Debtor affiliate or an affiliate of an insider (as such term is defined in the Bankruptcy Code) or (ii) on account of any pre-Petition Date claims for which any non-Debtor affiliate or affiliate of an insider is a co-obligor, in each instance, without providing seven (7) days' notice to the Committee and Wells Fargo Bank, National Association.

12. Any Critical Vendor or Lien Claimant that accepts payments pursuant to the authority granted in this Final Order shall be deemed to agree to the terms and provisions of this Final Order. The Debtors shall provide a copy of this Final Order to any Critical Vendor or Lien Claimant to whom a payment is made pursuant to this Final Order.

13. Nothing herein shall prejudice the Debtors' rights to request additional authority to pay claims of Critical Vendors or Lien Claimants pursuant to this Final Order.

14. Each of the Banks is authorized to receive, process, honor, and pay all checks and transfers issued or requested by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Final Order and any other order of this Court.

15. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in connection with any of the Critical Vendor Claims and Lien Claims described herein that are dishonored or rejected.

16. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, (c) an admission of the priority status of any claim, or (d) a waiver of the Debtors' right to contest any invoice of a Critical Vendor or Lien Claimant under applicable non-bankruptcy law.

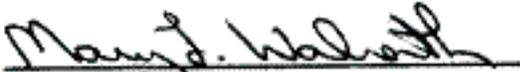
17. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

20. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

Dated: July 9th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744925.4

EXHIBIT 1

Trade Agreement

TRADE AGREEMENT

Coach USA, Inc. (the “Company”), on the one hand, and the vendor identified in the signature block below (the “Vendor”), on the other hand, hereby enter into the following trade agreement (this “Trade Agreement”) dated as of the latest date in the signature blocks below.

Recitals

WHEREAS on June 11, 2024 (the “Petition Date”), the Company and certain of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Court”).

WHEREAS on [●], 2024, the Court entered its *[Interim/Final] Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants and Lien Claimants; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. ___] (the “Critical Vendor Order”) ¹ authorizing the Debtors [on an interim/a final] basis, under certain conditions, to pay prepetition claims of certain vendors, including the Vendor, subject to the terms and conditions set forth therein.

WHEREAS prior to the Petition Date, the Vendor delivered goods to the Company and/or performed services for the Company, and the Company paid the Vendor for such goods and/or services, according to Customary Trade Terms (as defined herein).

WHEREAS the Company and the Vendor (each a “Party” and, collectively, the “Parties”) agree to the following terms as a condition of payment on account of certain prepetition claims the Vendor may hold against the Company.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth herein at length.

2. Vendor Payment. The Vendor represents and agrees that, after due investigation, the sum of all prepetition amounts currently due and owing by the Company to the Vendor is \$[___] (the “Agreed Vendor Claim”). Following execution of this Trade Agreement, the Company shall, in full and final satisfaction of the Agreed Vendor Claim, pay the Vendor \$[___] on account of its Agreed Vendor Claim (the “Vendor Payment”) (without interest, penalties, or other charges), as such invoices become due and payable, which such Vendor Payments shall reduce the agreed amount of the Agreed Vendor Claim dollar-for-dollar.

¹ Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Critical Vendor Order.

3. Agreement to Supply.

- a. The Vendor shall supply goods to and/or perform services for the Company, and the Company shall accept and pay for goods and/or services from the Vendor (to the extent the Company seeks such services), for the duration of the Debtors' Chapter 11 Cases based on the following terms (the "Customary Trade Terms"): those trade terms at least as favorable to the Company as those practices and programs (including, but not limited to, credit limits, pricing, cash discounts, the number of days for timing of payments and payment terms, allowances (as may be incorporated or contemplated by any agreements between the Parties or based on historic practice, as applicable), rebates, product mix, availability, and other applicable terms or programs) in place at any time within the twelve months prior to the Petition Date, or are otherwise acceptable to the Company in light of customary industry practices, except for any partial payments or other payments (or assurances) the Company made with respect to any unfinished product. "Duration of the Debtors' Chapter 11 Cases" means until the earlier of: (i) the effective date of a chapter 11 plan in the Company's Chapter 11 Cases; (ii) the closing of a sale of all or a material portion of the Company's assets pursuant to Bankruptcy Code section 363 resulting in a cessation of the Company's business operations; or (iii) the liquidation of the Company or conversion of the Debtors' Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code.
- b. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Company except as agreed to in writing by the Parties.
- c. The Vendor shall continue to honor any existing allowances, rebates, credits, contractual obligations, or balances that were accrued as of the Petition Date and shall apply all such allowances, credits, or balances towards future orders in the ordinary course of business.
- d. The Vendor shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Company, in the quantities as the Company has requested, to the best of their ability in the ordinary course of business pursuant to the Customary Trade Terms.
- e. The Vendor shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which they provide services to the Debtors for the duration of the Debtors' chapter 11 cases.

4. Payment Terms. The Vendor agrees to supply post-petition goods and services to the Company in accordance with the Customary Trade Terms, which include the following payment terms:

5. Other Matters.

- a. The Vendor agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Debtors' Chapter 11 Cases on account of any outstanding administrative claims the Vendor may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. The Vendor agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect. The Vendor Payment will be made concurrently with payment of other outstanding administrative claims as provided in a confirmed plan.
- b. The Vendor will not separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a plan confirmed in the Debtors' Chapter 11 Cases.
- c. The Vendor will not file or otherwise assert against the Company, its assets, or any other person or entity or any of their respective assets or property (real or personal) any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to the Vendor by the Company arising from prepetition agreements or transactions. Furthermore, if the Vendor has taken steps to file or assert such a lien prior to entering into this Trade Agreement, the Vendor will promptly take all necessary actions to remove such liens and hereby authorizes the Company to take any such actions on its behalf.

6. Breach.

- a. In the event that the Vendor fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Vendor Breach"), upon written notice to the Vendor, the Vendor shall promptly pay to the Company immediately available funds in an amount equal to, at the election of the Company, the Vendor Payment or any portion of the Vendor Payment which cannot be recovered by the Company from the postpetition receivables then owing to the Vendor from the Company.
- b. In the event that the Company recovers the Vendor Payment, the Agreed Vendor Claim shall be reinstated as if the Vendor Payment had not been made.
- c. The Vendor agrees and acknowledges that irreparable damage would occur in the event of a Vendor Breach and remedies at law would not be adequate to compensate the Company. Accordingly, the Vendor agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable

relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. The Vendor hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies.

7. Notice.

If to the Vendor, then to the person and address identified in the signature block hereto.

If to the Company:

Spencer Ware
Chief Restructuring Officer
CR3 Partners
135 W 50th Street, Suite 200
New York, New York 10020
Email: spencer.ware@cr3partners.com

If to Proposed Counsel to the Debtors:

YOUNG CONAWAY STARGATT & TAYLOR LLP
Rodney Square
1000 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Attn: Sean M. Beach
Joseph M. Mulvihill
Emails: sbeach@ycst.com
jmulvihill@ycst.com

-and-

ALSTON & BIRD LLP
90 Park Avenue
New York, New York 10016
Telephone: (212) 210-9400
Attn: J. Eric Wise
Matthew K. Kelsey
William Hao
Emails: eric.wise@alston.com
matthew.kelsey@alston.com
william.hao@alston.com

8. Representations and Acknowledgments. The Parties agree, acknowledge and represent that:
- a. the Parties have reviewed the terms and provisions of the Critical Vendor Order and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Critical Vendor Order;
 - b. any payments made on account of the Agreed Vendor Claim shall be subject to the terms and conditions of the Critical Vendor Order;
 - c. if the Vendor refuses to supply goods or services to the Company as provided herein or otherwise fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under the Critical Vendor Order, the Bankruptcy Code, or applicable law; and
 - d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from the Vendor to the Company, until a ruling of the Court is obtained.
9. Confidentiality. In addition to any other obligations of confidentiality between the Vendor and Company, the Vendor agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement; (b) any and all payments made by the Company pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the “Confidential Information”); provided that if any party seeks to compel the Vendor’s disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Vendor intends to disclose any or all of the Confidential Information, the Vendor shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order or any other available remedy to prevent such disclosure; provided, further, that if such remedy is not obtained, the Vendor shall furnish only such information as the Vendor is legally required to provide.
10. Miscellaneous.
- a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.
 - b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties. Moreover, Vendor agrees to vote all claims now or hereafter beneficially owned by Vendor in favor

of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith, if such chapter 11 plan provides for a treatment of any Agreed Vendor Claim that is materially consistent with this Agreement.

- c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.
- d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.
- f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

AGREED AND ACCEPTED AS OF THE LATEST DAY SET FORTH BELOW:

[DEBTOR ENTITY]

[VENDOR]

By: [●]
Title: [●]

By: [●]
Title: [●]
Address: [●]

Date:

SCHEDULE F
FINAL CUSTOMER PROGRAMS ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 13 & 72

FINAL ORDER (I) AUTHORIZING DEBTORS TO HONOR AND CONTINUE CERTAIN CUSTOMER PROGRAMS AND CUSTOMER OBLIGATIONS IN THE ORDINARY COURSE OF BUSINESS; (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO; (III) SCHEDULING A FINAL HEARING; AND (IV) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Honor and Continue Certain Customer Programs and Customer Obligations in the Ordinary Course of Business; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order (I) Authorizing Debtors to Honor and Continue Certain Customer Programs and Customer Obligations in the Ordinary Course of Business; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 72]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to (a) maintain and administer, in the ordinary course of business and in a manner consistent with past practices, the Customer Programs and to honor the Customer Obligations thereunder in the ordinary course of business as set forth in the Motion, and (b) modify and/or discontinue the Customer Programs, in their business judgment and in the ordinary course of business without further order of this Court; *provided* that the Debtors shall not make any payments under this Final Order (i) on account of any pre-Petition Date claims to any non-Debtor affiliate or an affiliate of an insider (as such term is defined by the Bankruptcy Code) or (ii) on account of any pre-Petition Date claims for which

any non-Debtor affiliate or an affiliate of an insider is a co-obligor, in each instance of (i) and (ii), without providing seven (7) days' advance notice to the Official Committee of Unsecured Creditors (the "Committee") and Wells Fargo Bank, National Association.

3. Each of the Banks is authorized to honor checks presented for payment and all fund transfer requests made by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Final Order and any other order of this Court. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Final Order.

4. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in connection with the Customer Programs and the Customer Obligations that are dishonored or rejected.

5. The Debtors are authorized, but not directed, to pay all Unpaid Processing Fees.

6. The Payment Processors used by the Debtors are authorized to offset chargebacks, returns, and fees on account of customer purchases in the ordinary course of business and in a manner consistent with past practice that may have arisen before the Petition Date.

7. The Debtors are authorized to continue to honor, perform under, and otherwise satisfy all their obligations owed under the Merchant Services Agreement subject to the terms and conditions thereof, including to pay or reimburse WFMS for all obligations owed under the Merchant Services Agreement, regardless of whether such obligations were incurred prepetition or postpetition. All prepetition charges and fees are authorized and required to be paid. WFMS is authorized to receive or obtain payment from the Debtors for all of the WFMS Obligations,

including, without limitation, by way of recoupment or setoff against sales revenue processed by WFMS on behalf of the Debtors under the Merchant Services Agreement, the WFMS cash collateral (“WFMS Cash Collateral”), or any amounts otherwise payable to the Debtors under the Merchant Services Agreement, without further order of this Court, regardless of whether such obligations arose pre-petition or post-petition. For the avoidance of doubt, nothing in this Final Order permits the satisfaction of any obligations to Wells Fargo pursuant to the Prepetition ABL or the Debtors’ contemplated DIP loan out of WFMS Cash Collateral or by means of the recoupment or setoff described in this paragraph. WFMS’s rights under the Merchant Services Agreement, including the right to modify or amend the Merchant Services Agreement shall not be waived, modified, or impaired by entry of this Final Order. The Debtors shall promptly inform the Committee and Wells Fargo Bank, National Association of any modification or amendment of the Merchant Services Agreement, or any request by WFMS for the same.

8. Any existing agreements between or among the Debtors and any bank in respect of any credit card processing programs used in the ordinary course of business, including but not limited to, the Merchant Services Agreement, shall continue to govern the postpetition relationship between the Debtors and such bank, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, rights, benefits, offset rights and remedies afforded under such agreements, shall remain in full force and effect unless otherwise ordered by this Court, and the Debtors and such bank may, without further order of this Court, agree to and implement changes related to the credit card processing programs in the ordinary course of business, pursuant to the terms of those existing agreements.

9. No later than the last business day of each month, the Debtors shall deliver to the Committee’s advisors and Wells Fargo Bank, National Association’s advisors a report of all

payments made under this Final Order for the immediately preceding month. Such report shall contain (i) the name of the recipient, (ii) the amount of the payment, (iii) the estimated preliminary payment date, and (iv) the category of Customer Programs or Customer Obligations to which the payment is applicable.

10. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, or (c) an admission of the priority status of any claim.

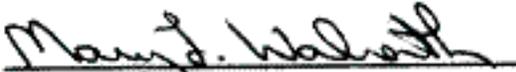
11. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due without either (i) the consent of the Committee and Wells Fargo Bank, National Association, or (ii) further order of the Court.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

14. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

Dated: July 9th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744940.4

SCHEDULE G
FINAL EMPLOYEE WAGES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 11 & 71

**FINAL ORDER (I) AUTHORIZING PAYMENT OF CERTAIN PREPETITION
WAGES, SALARIES, AND OTHER COMPENSATION; (II) AUTHORIZING
CERTAIN EMPLOYEE BENEFITS AND OTHER ASSOCIATED OBLIGATIONS;
(III) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND
ELECTRONIC TRANSFER REQUESTS RELATED THERETO;
(IV) SCHEDULING A FINAL HEARING; AND
(V) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and Other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and this Court having previously entered the *Interim Order (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and Other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 71]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay the Employee Obligations in an amount not to exceed \$20,439,000.
3. The Debtors are authorized, but not directed, to continue to collect, pay, honor, satisfy, process, and administer, as applicable, the Employee Plans and Programs, in accordance with the Debtors' stated policies and prepetition practices, in the ordinary course during the

administration of these Chapter 11 Cases. The Debtors shall notify counsel to the Official Committee of Unsecured Creditors (the “Committee”) and counsel to the DIP Agent of any modification of the Debtors’ prepetition policies and practices that has a cost in excess of \$1,000,000 as soon as commercially reasonable after implementation of any such modification.

4. Subject to paragraphs 2 and 3 of this Final Order, the Debtors are authorized, but not directed, to continue to honor the Corporate Cards program in the ordinary course of business and consistent with prepetition practices, including by paying prepetition and postpetition obligations outstanding with respect thereto.

5. The Debtors are authorized, but not directed, to continue using the Corporate Cards and the Corporate Card program in the ordinary course of business and consistent with prepetition practices, including by paying prepetition and postpetition obligations outstanding with respect thereto, subject to the limitations of this Final Order. The Debtors are further authorized to continue to use the Corporate Cards and the Corporate Card program subject to the terms of any applicable debtor-in-possession financing orders and related loan documents pursuant to which the obligations in respect of the Corporate Cards and the Corporate Card program are included as obligations thereunder. Any bank may rely on the representations of the Debtors with respect to its use of the Corporate Cards and the Corporate Card program, and such bank shall not have any liability to any party for relying on such representations by a Debtor as provided for herein.

6. Wells Fargo is authorized to make advances from time to time to Debtors with a maximum exposure at any time up to \$2,500,000. All prepetition charges and fees related to the Corporate Cards are authorized and required to be paid.

7. Any existing agreements between or among the Debtors and any bank in respect of the Corporate Cards and the Corporate Card program shall continue to govern the postpetition relationship between the Debtors and such bank, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, rights, benefits, offset rights and remedies afforded under such agreements, shall remain in full force and effect unless otherwise ordered by the Court, and the Debtors and such bank may, without further order of this Court, agree to and implement changes related to the Corporate Cards or the Corporate Card program in the ordinary course of business, pursuant to the terms of those existing agreements.

8. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise, or (d) a waiver of the right of the Debtors, or shall impair the ability of the Debtors, or any other party in interest, to the extent applicable, to contest the validity and amount of any payment made pursuant to this Final Order.

9. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

10. Each of the Banks is authorized to receive, process, honor, and pay all checks and transfers issued or requested by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Final Order and any other order of this Court.

11. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in connection with any of the Employee Obligations described herein that are dishonored or rejected.

12. Nothing in the Motion or this Final Order shall be construed to authorize any payments governed by section 503(c)(3) of the Bankruptcy Code (including section 503(c)(1) of the Bankruptcy Code) or any severance payments to insiders in excess of the limits set forth in section 503(c)(2) of the Bankruptcy Code.

13. The Debtors shall provide a list of all employees to whom the Debtors owe pre-petition amounts in excess of the statutory cap set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (which list shall include whether such employees are union employees, non-union employees, and insiders) to the Committee and the DIP Agent seven (7) days prior to making any payments in excess of such statutory cap.

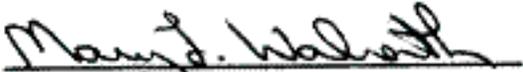
14. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion, as granted hereby, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

15. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

17. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE H
FINAL NOL ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 16 & 73

**FINAL ORDER ESTABLISHING CERTAIN NOTICE AND HEARING
PROCEDURES FOR (I) CERTAIN TRANSFERS OF EQUITY IN (A) PROJECT
KENWOOD HOLDINGS, INC., (B) PROJECT KENWOOD INTERMEDIATE
HOLDINGS I, INC., (C) PROJECT KENWOOD INTERMEDIATE HOLDINGS II, LLC
AND (D) PROJECT KENWOOD INTERMEDIATE HOLDINGS III, LLC,
AND (II) CERTAIN CLAIMS OF WORTHLESSNESS WITH
RESPECT TO THE FOREGOING EQUITY INTERESTS**

Upon the *Debtors Motion for Entry of Interim and Final Orders Establishing Certain Notice and Hearing Procedures for (I) Certain Transfers of Equity in (A) Project Kenwood Holdings, Inc., (B) Project Kenwood Intermediate Holdings I, Inc., (C) Project Kenwood Intermediate Holdings II, LLC and (D) Project Kenwood Intermediate Holdings III, LLC, and (II) Certain Claims of Worthlessness With Respect to the Foregoing Equity Interests* (the “Motion”)² filed by the above-captioned debtors and debtors in possession (the “Debtors”); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the Interim *Order Establishing Certain Notice and Hearing Procedures for (I) Certain Transfers of Equity in (A) Project Kenwood Holdings, Inc., (B) Project Kenwood Intermediate Holdings I, Inc., (C) Project Kenwood Intermediate Holdings II, LLC and (D) Project Kenwood Intermediate Holdings III, LLC, and (II) Certain Claims of Worthlessness With Respect to the Foregoing Equity Interests* [Docket No. 73]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. Any purchases, sales, or other transfers of PKH Stock and claims of Worthless Stock Deductions on or after the Petition Date in violation of the procedures set forth herein (including the notice requirements set forth herein) shall be null and void *ab initio* as an act in violation of the automatic stay under section 362 of the Bankruptcy Code.
3. The following procedures shall apply to trading in equity in Debtor Project Kenwood Holdings, Inc., Debtor Project Kenwood Intermediate Holdings I, Inc., Debtor Project

Kenwood Intermediate Holdings II, LLC and Project Kenwood Intermediate Holdings III, LLC (including any Beneficial Ownership (as defined below) thereof any Options (as defined below) with respect thereto, “PKH Stock”):

- a. Any purchase, sale, or other transfer of PKH Stock on or after the Petition Date in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under section 362 of the Bankruptcy Code.
- b. Any person or entity (as defined in Treasury Regulations Section 1.382-3(a)(1)) who currently is or becomes a Substantial Shareholder (as defined in subparagraph (f) below) shall file with the Court, and serve on counsel to the Debtors, counsel to the Official Committee of Unsecured Creditors (the “Committee”), and counsel to Wells Fargo Bank, National Association, a notice of such status, in the form attached to the Motion as Exhibit A-1, on or before the later of (i) twenty (20) calendar days after the date of the Notice of Interim Order or Notice of Final Order (as defined below and as applicable) and (ii) ten (10) calendar days after becoming a Substantial Shareholder.
- c. At least fourteen (14) calendar days prior to effectuating any transfer of PKH Stock that would result in an increase in the amount of PKH Stock beneficially owned by a Substantial Shareholder or would result in a person or entity increasing the ownership of a Substantial Shareholder in any of the Debtors or becoming a Substantial Shareholder, such person (or person or entity that may become a Substantial Shareholder) shall file with the Court, and serve on counsel to the Debtors, counsel to the Committee, and counsel to Wells Fargo Bank, National Association, advance written notice, in the form attached to the Motion as Exhibit A-2, of the intended transfer of PKH Stock.
- d. At least fourteen (14) calendar days prior to effectuating any transfer of PKH Stock that would result in a decrease in the amount of PKH Stock beneficially owned by such person or would result in a person or entity ceasing to be a Substantial Shareholder, such person shall file with the Court, and serve on counsel to the Debtors, counsel to the Committee, and counsel to Wells Fargo Bank, National Association, advance written notice, in the form attached to the Motion as Exhibit A-3, of the intended transfer of PKH Stock (the notices required to be filed and served under subparagraphs (c) and (d), each a “Notice of Proposed Transfer”).
- e. The Debtors (and any party-in-interest, counsel to the Committee, and counsel to Wells Fargo Bank, National Association) shall have seven (7) calendar days after receipt of a Notice of Proposed Transfer to file with the Court and serve on such Substantial Shareholder (or person or entity that may become a Substantial Shareholder) an objection to the proposed transfer of PKH Stock described in the Notice of Proposed Transfer on the grounds that such transfer may adversely affect the Debtors’ ability to utilize their Tax Attributes. During such 7-day

period, and while any objection by the Debtors (or the Committee, Wells Fargo Bank, National Association, or any other party in interest) to the proposed transfer is pending, such Substantial Shareholder (or person or entity that may become a Substantial Shareholder) shall not effectuate the proposed transfer to which the Notice of Proposed Transfer relates and thereafter shall do so only in accordance with the Court's ruling, and, as applicable, any appellate rules and procedures. If the Debtors (or the Committee, Wells Fargo Bank, National Association, or any other parties-in-interest) do not object within such 7-day period, such transaction may proceed solely as set forth in the Notice of Proposed Transfer. Further transactions within the scope of this subparagraph (e) must be the subject of additional notices as set forth herein, with an additional 7-day waiting period.

- f. For purposes of these procedures, (A) a "Substantial Shareholder" is any person or entity (as defined in Treasury Regulations Section 1.382-3(a)(1)) which has Beneficial Ownership of at least 4.5% of all issued and outstanding shares of PKH Stock, and (B) "Beneficial Ownership" or any variation thereof of PKH Stock shall be determined in accordance with applicable rules under Section 382, Treasury Regulations promulgated thereunder and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by the holder's family members and persons acting in concert with the holder to make a coordinated acquisition of stock, and (iii) ownership of an Option to acquire PKH Stock, but only to the extent such Option is treated, or would be treated, as exercised under Treasury Regulations Section 1.382-4(d). An "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

4. The following procedures shall apply to claims of worthlessness for federal or state tax purpose with respect to PKH Stock (a "Worthless Stock Deduction"):

- a. Any Worthless Stock Deduction on or after the Petition Date for any tax purpose in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under section 362 of the Bankruptcy Code.
- b. Any person or entity (as defined in Treasury Regulations Section 1.382-3(a)(1)) who currently is or becomes a 50% Shareholder (as defined in subparagraph e below) shall file with the Court, and serve on counsel to the Debtors, Counsel to the Committee, and counsel to Wells Fargo Bank, National Association, a notice of such status, in the form attached to the Motion as Exhibit A-4, on or before the later of (i) twenty (20) calendar days after the date of the Notice of Interim Order or Notice of Final Order (as defined below and as applicable) and (ii) ten (10) calendar days after becoming a 50% Shareholder.

- c. At least fourteen (14) calendar days prior to filing any federal or state tax return, or any amendment to such a return, claiming any Worthless Stock Deduction, for a tax year ending before the Debtors' emergence from chapter 11, such 50% Shareholder shall file with the Court, and serve on counsel to the Debtors and counsel to the Committee and counsel to Wells Fargo Bank, National Association, an advance written notice, in the form attached to the Motion as Exhibit A-5 (a "Notice of Intent to Claim a Worthless Stock Deduction") of the intended claim of worthlessness.
- d. The Debtors (and any party-in-interest, including the Committee and Wells Fargo Bank, National Association) will have ten (10) calendar days after receipt of a Notice of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50% Shareholder an objection to any proposed claim of worthlessness described in the Notice of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors' ability to utilize their Tax Attributes. During such 10-day period, and while any objection by the Debtors (or the Committee, Wells Fargo Bank, National Association, or any other party in interest) to the proposed claim is pending, such 50% Shareholder shall not claim, or cause to be claimed, the proposed worthless stock deduction to which the Notice of Intent to Claim a Worthless Stock Deduction relates and thereafter shall do so only in accordance with the Court's ruling, and, as applicable, any appellate rules and procedures. If the Debtors (or the Committee, Wells Fargo Bank, National Association, or any other parties-in-interest) do not object within such 10-day period, the filing of the tax return with such claim would be permitted only as set forth in the Notice of Intent to Claim a Worthless Stock Deduction. Additional tax returns or amendments within the scope of this subparagraph must be the subject of additional notices as set forth herein, with an additional 10-day waiting period.
- e. For purposes of these procedures, (A) a "50% Shareholder" is any person or entity that, at any time during the three-year period ending on the Petition Date, has had Beneficial Ownership of 50% or more of PKH Stock (determined in accordance with Section 382(g)(4)(D) of the IRC and the applicable regulations thereunder), and (B) "Beneficial Ownership" or any variation thereof of PKH Stock and Options to acquire PKH Stock) shall be determined in accordance with applicable rules under Section 382, Treasury Regulations promulgated thereunder and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by the holder's family members and persons acting in concert with the holder to make a coordinated acquisition of stock, and (iii) ownership of an Option to acquire PKH Stock, but only to the extent such Option is treated as exercised under Treasury Regulations Section 1.382-4(d). An "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

5. The Debtors may waive any and all restrictions, stays and notification procedures contained in this Final Order. The Debtors shall provide at least five (5) business days' notice to counsel for the Committee and counsel to Wells Fargo Bank, National Association of any proposed waiver of restrictions, stays, and notification procedures.

6. The Debtors shall serve the Notice of Final Order, substantially in the form attached to the Motion as Exhibit A-8 (the "Notice of Final Order"), on the following parties: (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) counsel to Wells Fargo Bank, National Association; (d) counsel to Variant Equity; (e) counsel to the Committee; and (f) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002.

7. Any person (or entity or broker or agent acting on their behalf) who sells 4.5% or more of all issued and outstanding shares of PKH Stock to another person or entity shall be required to provide the Notice of Final Order to such purchaser (or any broker or agent acting on their behalf), to the extent reasonably feasible.

8. The requirements set forth in this Final Order are in addition to the requirements of Bankruptcy Rule 3001(e) and applicable securities, corporate and other laws, and do not excuse compliance therewith.

9. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Final Order.

10. The Debtors shall keep all information provided in any notices delivered to it pursuant to the procedures set forth herein strictly confidential, to the extent such information has been redacted in the versions of such notices filed with the Court, and shall not disclose the

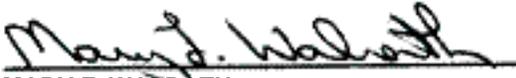
contents thereof to any person except (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already available to the public; *provided, however*, that the Debtors may disclose the contents thereof to their attorneys and financial advisors, who shall keep all such notices strictly confidential in the same manner as the Debtors are required to do, subject to further Court order. To the extent confidential information is necessary to respond to a petition or objection filed with the Court, such confidential information shall be filed under seal in accordance with the procedures set forth in Local Rule 9018-1(d).

11. The requirements of Bankruptcy Rule 6004(a) are waived.

12. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be effective and enforceable immediately upon its entry.

13. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31745126.4

**SCHEDULE I
REJECTION ORDER**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 10

ORDER (I) AUTHORIZING THE DEBTORS TO REJECT (A) AN UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY AND (B) AN EXECUTORY CONTRACT, IN EACH CASE, EFFECTIVE AS OF THE PETITION DATE, (II) ABANDON ANY REMAINING PERSONAL PROPERTY, AND (III) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Reject (A) an Unexpired Lease of Nonresidential Real Property and (B) an Executory Contract, in Each Case, Effective as of the Petition Date, (II) Abandon Any Remaining Personal Property, and (III) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Agreements listed on Schedule 1 and Schedule 2 are hereby rejected by the Debtors, with such rejection being effective as of the Petition Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Petition Date, on the Premises is hereby abandoned by the Debtors, with such abandonment being effective as of the Petition Date.
4. Claims arising out of the rejection of the Rejected Agreements must be filed on or before the later of (a) the deadline for filing proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court or (b) thirty (30) days after entry of this Order.
5. Nothing in the Motion or this Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, (c) an

admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

6. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

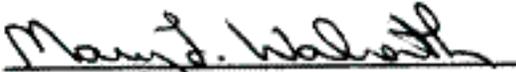
7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

9. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: July 8th, 2024
Wilmington, Delaware

31736613.1


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1**Rejected Lease**

<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Counterparty's Address</u>	<u>Rejected Agreement</u>
Pacific Coast Sightseeing Tours & Charters, Inc.	Hall Anaheim Realty, LLC	2030 N. Third Avenue, Napa, CA 94558	Single Tenant Lease- Net for 2001 & 2025 South Manchester, Anaheim, Orange Co. California.

SCHEDULE 2**Rejected Contract**

<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Counterparty's Address</u>	<u>Rejected Agreement</u>
Megabus Northeast, LLC	Qualtrics, LLC	333 w. River Park Drive, Provo, UT 84604	Qualtrics Service Order entered into for the facilitation of software services

SCHEDULE J
INTERIM COMPENSATION ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 143

**ORDER (I) ESTABLISHING PROCEDURES FOR INTERIM COMPENSATION
AND REIMBURSEMENT OF EXPENSES FOR PROFESSIONALS,
AND (II) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of an Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals, and (II) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and a

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Except as may otherwise be provided in an order of this Court authorizing the retention of specific Professionals, all Professionals in these Chapter 11 Cases retained by the Debtors or any official creditors' committee that may be formed (the "Committee") may seek interim payment of compensation and reimbursement of expenses in accordance with the following procedures (collectively, the "Compensation Procedures"):
 - a. On or before the 15th day of each calendar month, or as soon as practicable thereafter, each Professional may file an application (each, a "Monthly Fee Application") with this Court for interim approval and allowance of compensation for services rendered and reimbursement of expenses incurred during any preceding month or months, and serve a copy of such Monthly Fee Application by electronic or regular mail on each of the following parties (collectively, the "Notice Parties"):
 - i. proposed counsel to the Debtors, (a) Alston & Bird LLP, 90 Park Avenue, New York, NY 10016, Attn: William Hao, Esq. (william.hao@alston.com) and Andrew Frisoli, Esq. (andrew.frisoli@alston.com) and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Joseph M. Mulvihill, Esq. (jmulvihill@ycst.com) and Timothy R. Powell, Esq. (tpowell@ycst.com);
 - ii. the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), J. Caleb Boggs Building, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Richard L. Schepacarter, Esq. (Richard.Schepacarter@usdoj.gov);

- iii. counsel to Wells Fargo Bank, National Association, (a) Goldberg Kohn Ltd., 55 E. Monroe St., Chicago, IL 60603 Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com) and (b) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, DE 19801 Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com); and
- iv. counsel to the Official Committee of Unsecured Creditors, (A) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), Sharon I. Dvoskin (sdvoskin@brownrudnick.com)) and (B) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)).

Any Professional that fails to file a Monthly Fee Application for a particular month or months may subsequently submit a consolidated Monthly Fee Application including any prior month or months. All Monthly Fee Applications shall comply with the Bankruptcy Code, the Bankruptcy Rules, applicable Third Circuit law, and Local Rule 2016-2.

- b. Each Notice Party will have until 4:00 p.m. (prevailing Eastern Time) fourteen (14) days after service of a Monthly Fee Application to review the request (the “Review Period”). If any Notice Party wishes to object to a Professional’s Monthly Fee Application, the objecting party shall serve a written notice (a “Notice of Objection”) so that it is received by the end of the Review Period by the applicable Professional and each of the Notice Parties. A Notice of Objection shall set forth the precise nature of the objection and the amount of fees and expenses at issue.
- c. Upon the expiration of the Review Period, if a Notice of Objection has not been served with respect to a Monthly Fee Application, a Professional may file a certificate of no objection with this Court with respect to the fees and expenses requested in its Monthly Fee Application (each, a “CNO”). After a CNO is filed, the Debtors, to the extent applicable, net of the application of any prepetition retainer held by such Professional, are authorized and directed to pay the Professional from the Carveout Account (as defined in the DIP Financing Order)³ an amount equal to 80% of the

³ As used herein, the “DIP Financing Order” means (a) until entry of the Final Order (as defined in the Interim Order (as defined below)), that certain *Interim Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors’ Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Secured*

fees and 100% of the expenses requested in the applicable Monthly Fee Application. If a Notice of Objection was timely received and remains unresolved, a Professional may file a CNO with this Court with respect to the unopposed portion of the fees and expenses requested in its Monthly Fee Application, and the Debtors, to the extent applicable, net of the application of any prepetition retainer held by such Professional, are authorized and directed to pay the Professional from the Carveout Account (as defined in the DIP Financing Order) an amount (the “Reduced Monthly Payment”) equal to 80% of the fees and 100% of the expenses not subject to a Notice of Objection.

- d. If a Notice of Objection is timely served in response to a Monthly Fee Application, the objecting party and the Professional shall attempt to resolve the objection on a consensual basis. If and to the extent that the parties reach an agreement, the Debtors shall promptly pay 80% of the agreed-upon fees and 100% of the agreed-upon expenses, to the extent not already included in a Reduced Monthly Payment. If, however, the parties are unable to reach a complete resolution of the objection within ten (10) days after service of the Notice of Objection, unless otherwise agreed by the parties, the objecting party shall file its objection (the “Objection”) with this Court within three (3) business days and serve such Objection on the respective Professional and each of the Notice Parties. Thereafter, the Professional may either (i) file with this Court a response to the Objection, together with a request for a hearing on the matter, or (ii) forego filing a response to the Objection and seeking payment of the disputed amounts until the next interim or final fee application hearing, at which time this Court will consider the Objection, if requested by the parties.
- e. Each Professional seeking compensation may submit its first Monthly Fee Application on or after July 15, 2024 that will cover the period from the Petition Date through and including June 30, 2024. Thereafter, the Professionals may file Monthly Fee Applications in the manner described above.
- f. At three-month intervals or such other intervals convenient to this Court (the “Interim Fee Period”), on or before the forty-fifth (45th) day, or the next business day if such day is not a business day, following the end of each Interim Fee Period, each of the Professionals may file with this Court and serve on the Notice Parties an application (an “Interim Fee Application”) for interim Court approval and allowance of the payment of compensation and reimbursement of expenses sought by such Professional in its Monthly Fee Applications, including any holdbacks, in connection

Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief [Docket No. 79] (the “Interim Order”), and (b) from and after entry of the Final Order, the Final Order, together with all amendments, modifications, and supplements to such Interim Order or Final Order, as applicable, which are acceptable to the DIP Agent in its sole discretion.

with the Interim Fee Period, pursuant to section 331 of the Bankruptcy Code. The Interim Fee Application must include a brief description identifying the following:

- i. the Monthly Fee Applications that are the subject of the request;
- ii. the amount of fees and expenses requested;
- iii. the amount of fees and expenses paid to date and/or subject to an Objection;
- iv. the deadline for parties to file objections (the “Additional Objections”) to the Interim Fee Application; and
- v. any other information requested by this Court or required by the Local Rules.

Additional Objections, if any, to the Interim Fee Applications shall be filed and served upon the Professional that filed the Interim Fee Application and the other Notice Parties so as to be received on or before 4:00 p.m. prevailing Eastern Time on the fourteenth (14th) day following service of the applicable Interim Fee Application.

- g. The Debtors will request that this Court schedule a hearing on the Interim Fee Applications at least once every three (3) months, or at such other intervals as this Court deems appropriate. If no Objections are pending and no Additional Objections are timely filed, this Court may grant an Interim Fee Application without a hearing.
- h. The first Interim Fee Period will cover the period from the Petition Date through August 31, 2024. Each Professional must file and serve its first Interim Fee Application on or before October 15, 2024.
- i. The pendency of an Objection or Additional Objection to payment of compensation or reimbursement of expenses will not disqualify a Professional from the future payment of compensation or reimbursement of expenses under the Compensation Procedures.
- j. Neither (i) the payment of or the failure to pay, in whole or in part, interim compensation and/or the reimbursement of or the failure to reimburse, in whole or in part, expenses under the Compensation Procedures, nor (ii) the filing of or failure to file an Objection or Additional Objection will bind any party in interest or this Court with respect to the final allowance of applications for payment of compensation and reimbursement of expenses of Professionals. All fees and expenses paid to Professionals under the Compensation Procedures are subject to disgorgement until final allowance by this Court.

- k. All attorneys shall make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*.
- l. A retained professional shall not receive payment pursuant to a Monthly Fee Application until the retained professional's retention has been approved by the Court.

3. Each member of the Committee is permitted to submit statements of expenses incurred in the performance of the duties of the Committee (excluding fees and expenses of counsel to individual committee members), with supporting documentation to Committee counsel, which counsel shall collect and submit such Committee member's request for reimbursement in accordance with the Compensation Procedures. Approval of the Compensation Procedures, however, will not authorize payment of such expenses to the extent that such payment is not authorized under the Bankruptcy Code, the Bankruptcy Rules, Local Rules, or the practice of this Court.

4. The Professionals shall be required to serve the Interim Fee Applications and the Final Fee Applications only on the Notice Parties, and all other parties entitled to notice shall be entitled to receive only notices of hearings on the Interim Fee Applications and Final Fee Applications.

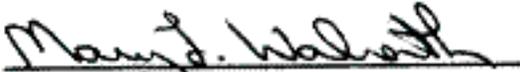
5. All notices given in accordance with the Compensation Procedures as set forth herein shall be deemed sufficient and adequate notice and in full compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

6. The Debtors shall include all payments made to Professionals in accordance with the Compensation Procedures in their monthly operating report, identifying the amount paid to each of the Professionals.

7. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31799503.3

**SCHEDULE K
APA SEALING ORDER**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 23 & 95

ORDER (I) AUTHORIZING THE DEBTORS TO FILE UNDER SEAL THE ASSET PURCHASE AGREEMENT BY AND BETWEEN DEBTORS, BUS COMPANY HOLDINGS US, LLC, AND 1485832 B.C. UNLIMITED LIABILITY COMPANY, AND (II) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to File Under Seal the Asset Purchase Agreement by and Between the Debtors, Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company, and (II) Granting Certain Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and a

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

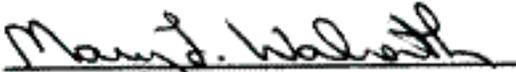
² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to redact the Confidential Information from the APA filed on the public docket; *provided* that the Debtors shall provide the Court and the U.S. Trustee with an unredacted version of the APA. The APA filed under seal shall not be made available to any other party without the consent of the Debtors or further order of this Court.
3. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
4. The Debtors are hereby authorized and empowered to take all such actions necessary to implement the relief granted in this Order.
5. This Court retains exclusive jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE L
BAR DATE ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 144

**ORDER (A) ESTABLISHING BAR DATES AND RELATED PROCEDURES FOR
FILING PROOFS OF CLAIM (INCLUDING FOR CLAIMS ARISING UNDER
SECTION 503(b)(9) OF THE BANKRUPTCY CODE) AND (B) APPROVING
THE FORM AND MANNER OF NOTICE THEREOF**

Upon the *Debtors' Motion for Entry of an Order (A) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and (B) Approving the Form and Manner of Notice Thereof* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

the Motion and that such notice is adequate and no other or further notice need be given; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. This Court hereby approves (a) the forms of the Bar Date Notice, the Proof of Claim Form, and the Publication Notice, substantially in the forms attached to this Order as Exhibit 1, Exhibit 2, and Exhibit 3, respectively, and (b) the manner of providing notice of the Bar Dates, as described in the Motion.
4. Pursuant to Bankruptcy Rule 3003(c)(2), any creditor (as defined in section 101(10) of the Bankruptcy Code) or equity security holder (as defined in section 101(17) of the Bankruptcy Code) who asserts a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date and whose claim is (a) not listed on the Debtors' schedules of assets and liabilities (collectively, the "Schedules"), (b) listed on the Schedules as disputed, contingent, or unliquidated, or (c) is listed on the Debtors' Schedules but against the wrong Debtor, must file a Proof of Claim on or prior to 5:00 p.m. (prevailing Eastern Time) on the date (the "General Bar Date") that is thirty-

five (35) days after service of the Bar Date Notice, which will be within five (5) business days after the later of (i) the date the Debtors file their Schedules with this Court, and (ii) the date of entry of this Order.

5. Notwithstanding **paragraph 4** above, the deadline for governmental units (as defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim against the Debtors is December 9, 2024 at 5:00 p.m. (prevailing Eastern Time) (the “Governmental Bar Date”).

6. Any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease must file a Proof of Claim based on such rejection by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days following service of an order approving such rejection (the “Rejection Damages Bar Date”).

7. If the Debtors amend their Schedules, then the deadline to submit a Proof of Claim for those creditors affected by any such amendment shall be the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) 5:00 p.m. (prevailing Eastern Time) on the date that is twenty-one (21) days from the date that the Debtors provide written notice to the affected creditor that the Schedules have been amended (the “Amended Schedules Bar Date,” and together with the General Bar Date, the Governmental Bar Date, and the Rejection Damages Bar Date, as applicable, each, a “Bar Date,” and collectively, the “Bar Dates”).

8. Any person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust, and governmental unit), that holds, or seeks to assert, a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date, no matter how remote, contingent, or unliquidated, including, without limitation, secured claims, unsecured priority claims (including,

without limitation, claims entitled to priority under sections 507(a)(3) through 507(a)(10) and 503(b)(9) of the Bankruptcy Code), and unsecured non-priority claims (the holder of any such claim, the “Claimant”), must properly file a Proof of Claim on or before the applicable Bar Date in order to share in the Debtors’ estates.

9. All Claimants must submit an original, written Proof of Claim that substantially conforms to the Proof of Claim Form so as to be **actually received** by Kroll by no later than 5:00 p.m. (prevailing Eastern Time) on or before the applicable Bar Date either by (a) mailing the original Proof of Claim by first class mail to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, Grand Central Station, P.O. Box 4850, New York, NY 10163, (b) delivering such original Proof of Claim by hand or overnight courier to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232, or (c) completing the Electronic Proof of Claim available online at <https://cases.ra.kroll.com/coachusa/EPOC-Index>.

10. A Proof of Claim must satisfy all of the following requirements to be considered properly and timely filed in these Chapter 11 Cases:

- a. Each Proof of Claim must: (i) be legible; (ii) include a claim amount denominated in United States dollars using, if applicable, the exchange rate as of 5:00 p.m., prevailing Eastern Time, on the Petition Date (and to the extent such claim is converted to United States dollars, state the rate used in such conversion); (iii) set forth with specificity the legal and factual basis for the alleged claim; (iv) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (v) be signed by the Claimant, or by an authorized agent or legal representative of the Claimant on behalf of the Claimant, whether such signature is an electronic signature or is ink.
- b. Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also (i) set forth with specificity: (1) the date of shipment of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; (2) the date, place, and method (including carrier name) of delivery of the goods the Claimant contends the Debtors received in the twenty (20) days before the

Petition Date; (3) the value of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; and (4) whether the Claimant timely made a demand to reclaim such goods under section 546(c) of the Bankruptcy Code; (ii) attach any documentation identifying the particular invoices for which a claim under section 503(b)(9) of the Bankruptcy Code is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).

- c. Proofs of Claim signed electronically by the Claimant or an authorized agent or legal representative of the Claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim or Proofs of Claim sent by facsimile or electronic mail will not be accepted.
- d. Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint administration case number (24-11258 (MFW)), or otherwise without identifying a specific Debtor, will be deemed as filed only against Coach USA, Inc.
- e. Unless otherwise ordered by the Court, each Proof of Claim must state a claim against **only one (1)** Debtor, clearly indicate the Debtor against which the claim is asserted, and be filed on the claims register of such Debtor. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Coach USA, Inc.
- f. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor shall be required to transmit such documentation to Debtors' counsel upon request no later than ten (10) days from the date of such request.
- g. Each Proof of Claim must be filed, including supporting documentation so as to be **actually received** by Kroll on or before the applicable Bar Date as follows: electronically through the interface available at <https://cases.ra.kroll.com/coachusa/EPOC-Index>, or if submitted through non-electronic means, by (i) mailing the original Proof of Claim by first class mail to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, Grand Central Station, P.O. Box 4850, New York, NY 10163, or (ii) delivering such original Proof of Claim by hand or overnight courier to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232.
- h. Unless otherwise permitted by the Debtors, Proofs of Claim sent by facsimile or electronic mail will not be accepted.

- i. Claimants wishing to receive acknowledgment that their Proofs of Claim were received by Kroll must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to Kroll) and (ii) a self-addressed, stamped envelope.

11. Unless otherwise permitted by the Debtors, Proofs of Claim sent to Kroll by facsimile, telecopy, or electronic mail will **not** be accepted and will **not** be considered properly or timely filed for any purpose in these Chapter 11 Cases.

12. Notwithstanding the above, holders of the following claims are **not** required to file a Proof of Claim on or before the applicable Bar Date solely with respect to such claim:

- a. a claim against the Debtors for which a signed Proof of Claim has already been properly filed with the Clerk of the Bankruptcy Court for the District of Delaware or Kroll in a form substantially similar to Official Bankruptcy Form No. 410;
- b. a claim that is listed on the Debtors' Schedules if and only if (i) such claim is not scheduled as "disputed," "contingent," or "unliquidated," (ii) the holder of such claim agrees with the amount, nature, and priority of the claim as set forth in the Schedules, **and** (iii) the holder of such claim agrees with respect to the identified Debtor;
- c. an administrative expense claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than any claim allowable under section 503(b)(9) of the Bankruptcy Code);
- d. an administrative expense claim for postpetition fees and expenses incurred by any professional allowable under sections 330, 331, and 503(b) of the Bankruptcy Code;
- e. a claim that has been paid in full by the Debtors in accordance with the Bankruptcy Code or an order of the Court;
- f. a claim that has been allowed by an order of the Court entered on or before the applicable Bar Date;
- g. a claim of any Debtor against another Debtor;
- h. any fees payable to the U.S. Trustee under 28 U.S.C. § 1930;
- i. a claim for which specific deadlines have been fixed by an order of the Court entered on or before the applicable Bar Date;

- j. any officer or director of the Debtors as of the Petition Date who has a claim for indemnification, contribution, or reimbursement;
- k. the Prepetition ABL Administrative Agent or the Prepetition Secured Parties, as set forth in paragraph 26 of the *Interim Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 79] (the "Interim DIP Order"),³ and as may be set forth in any similar provision in any subsequent and/or final order regarding the use of cash collateral and/or debtor in possession financing; and
- l. a claim of any current or former employee of the Debtors who has a claim related to the Health Plans.⁴

13. Any Claimant exempted from filing a Proof of Claim pursuant to **paragraph 12** above must still properly and timely file a Proof of Claim for any other claim that does not fall within the exemptions provided by **paragraph 12** above.

14. Any person or entity holding an equity security (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants, or stock options) or other ownership interest in the Debtors (an "Interest Holder") is not required to file a proof of interest on or before the applicable Bar Date; *provided, however*, that an Interest Holder that wishes to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including, but not limited to, a claim for damages or rescission based on the purchase or sale of such equity security or other ownership interest, must file a Proof of Claim on or before the applicable Bar Date. The Debtors

³ Capitalized terms used in this subparagraph (k), but not otherwise defined in this Motion, shall have the meanings ascribed to them in the Interim DIP Order.

⁴ As defined in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and Other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Checks and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 11].

reserve the right to seek relief at a later date establishing a deadline for Interest Holders to file proofs of interest.

15. Within five (5) business days after the later of (a) the date the Debtors file their Schedules with this Court, and (b) the date of entry of this Order, the Debtors shall serve the Bar Date Notice, together with a copy of the Proof of Claim Form (the “Bar Date Package”), by first class United States mail, postage prepaid (or equivalent service), to the following parties:

- a. all known potential Claimants and their counsel (if known), including all persons and entities listed in the Schedules at the addresses set forth therein as potentially holding claims;
- b. all parties that have requested notice of the proceedings in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the date of this Order;
- c. all parties that have filed Proofs of Claim in these Chapter 11 Cases as of the date of this Order;
- d. all known holders of equity securities in the Debtors as of the date of this Order;
- e. all known parties to executory contracts and unexpired leases with the Debtors as of the Petition Date, as identified in the Schedules;
- f. all known parties to litigation with the Debtors as of the date of this Order;
- g. any applicable regulatory authorities;
- h. the Internal Revenue Service;
- i. all known taxing authorities for the jurisdictions in which the Debtors maintain or conduct business;
- j. the Securities and Exchange Commission;
- k. all attorneys general for states in which the Debtors maintain or conduct business;
- l. the Office of the United States Attorney General;
- m. the U.S. Trustee; and
- n. the United States Attorney for the District of Delaware.

16. The Debtors shall also post the Bar Date Package on Kroll's website, which is available at <https://cases.ra.kroll.com/CoachUSA>.

17. In accordance with Bankruptcy Rule 2002(a)(7), service of the Bar Date Package in the manner set forth in this Order is and shall be deemed to be good and sufficient notice of the Bar Date to known Claimants.

18. Pursuant to Bankruptcy Rule 2002(l), the Debtors shall cause the Publication Notice to be published once in either *The Wall Street Journal*, *The New York Times*, or *USA Today* (or other similar national publication), as determined by the Debtors in their sole discretion, as soon as practicable after entry of this Order but no later than twenty-one (21) days before the General Bar Date, and in such other local newspapers or publications, if any, as the Debtors deem appropriate. Such form and manner of publication notice is hereby approved and authorized and is and shall be deemed to be good and sufficient notice of the Bar Dates to unknown Claimants.

19. Properly filing an original, written Proof of Claim that substantially conforms to the Proof of Claim Form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority claims under section 503(b)(9) of the Bankruptcy Code; *provided, however*, that all other administrative claims under section 503(b) of the Bankruptcy Code must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and will not be deemed proper if made by Proof of Claim.

20. Pursuant to Bankruptcy Rule 3003(c)(2), any Claimant that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or this Order with respect to a particular claim against the Debtors, but that fails to do so

properly by the applicable Bar Date, may not be treated as a creditor with respect to such claim for purposes of voting and distribution.

21. Solely as an accommodation to the Pension Benefit Guaranty Corporation (“PBGC”), each proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Hudson Transit Lines Union Employees Pension Plan (the “Pension Plan”) under the joint administration case number for these Chapter 11 Cases (Case No. 24-11258 (MFW)) shall, at the time of its filing, be deemed to constitute the filing of such proof of claim or proofs of claim in all of the cases jointly administered under *In re Coach USA, Inc., et al.*, Case No. 24-11258 (MFW) (the “Lead Case”). Consequently, each claim PBGC files under the Lead Case shall represent a separate claim asserted against each of the ninety-five (95) Debtors. Further, any amendments that PBGC may make with respect to any timely filed proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Pension Plan in the Lead Case shall be deemed to constitute the filing of an amended proof of claim or proofs of claim in all of these Chapter 11 Cases. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors, PBGC, or any other party in interest with respect to the number, allowance, amount, or priority of PBGC’s claims or with respect to any objection, defense, offset, counterclaim, acceptance, or rejection related to PBGC’s claims.

22. Nothing contained in this Order or in the Motion, the Publication Notice, or the Bar Date Notice is intended or should be construed as a waiver of any of the Debtors’ rights, including, without limitation, their rights to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; or (c) otherwise amend the Schedules. In addition, nothing contained in this Order

or in the Motion, the Publication Notice, or the Bar Date Notice is intended to be an admission of the validity of any claim against the Debtors or an approval, assumption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

23. The provisions of this Order apply to all claims of whatever character or nature against the Debtors or their assets, whether secured or unsecured, priority or non-priority, liquidated or unliquidated, fixed or contingent.

24. All Claimants who desire to rely on the Schedules with respect to filing a Proof of Claim in these Chapter 11 Cases shall have the sole responsibility for determining that their respective claim is accurately listed therein.

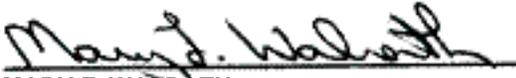
25. Any creditor filing a Proof of Claim against any of the Debtors, or their respective estates, shall clearly assert such claim against the particular Debtor obligated on such claim and not against the jointly administered Debtors, except as otherwise provided in any other order of this Court.

26. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

27. The Debtors and Kroll are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

28. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31799511.4

EXHIBIT 1

Bar Date Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

**NOTICE OF DEADLINE FOR THE FILING
OF PROOFS OF CLAIM, INCLUDING FOR CLAIMS
ASSERTED UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

THE GENERAL BAR DATE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON [●]

TO: ALL HOLDERS OF POTENTIAL CLAIMS AGAINST THE DEBTORS (AS LISTED BELOW)

PLEASE TAKE NOTICE that on June 11, 2024 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that on [●], 2024, the Court entered an order [Docket No. [●]] (the “Bar Date Order”)² establishing certain dates by which parties holding prepetition claims against the Debtors must file proofs of claim, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code (the “Proofs of Claim”).

For your convenience, except with respect to beneficial owners of the Debtors’ debt and equity securities, enclosed with this notice (this “Notice”) is a Proof of Claim Form, which identifies on its face the amount, nature, and classification of your claim(s), if any, listed in the Debtors’ schedules of assets and liabilities filed in these Chapter 11 Cases (collectively, the “Schedules”). If the Debtors believe that you hold claims against more than one (1) Debtor, you will receive multiple Proof of Claim forms, each of which will reflect the nature and amount of your claim as listed in the Schedules.

As used in this Notice, the term “creditor” has the meaning given to it in section 101(10) of the Bankruptcy Code, and includes all persons, entities, estates, trusts, governmental units,

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bar Date Order, unless otherwise noted.

and the U.S. Trustee. In addition, the terms “persons,” “entities,” and “governmental units” are defined in sections 101(41), 101(15), and 101(27) of the Bankruptcy Code, respectively.

As used in this Notice, the term “claim” or “Claim” has the meaning given to it in section 101(5) of the Bankruptcy Code, and includes as to or against the Debtors: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY HAVE OR YOU MAY ASSERT A CLAIM AGAINST THE DEBTORS IN THE ABOVE-CAPTIONED CHAPTER 11 CASES. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND *DISCUSS* IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

General Information About the Debtors’ Cases. The Debtors’ Chapter 11 Cases are being jointly administered under case number 24-11258 (MFW). No trustee or examiner has been requested in these Chapter 11 Cases, and no committees have been appointed.

Individual Debtor Information. The last four digits of each Debtor’s federal tax identification number are set forth below. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

<u>Debtor</u>	<u>Case No.</u>	<u>EID# (Last 4 Digits)</u>
Coach USA, Inc.	24-11258	8391
Project Kenwood Intermediate Holdings I, Inc.	24-11259	7628
Project Kenwood Intermediate Holdings II, LLC	24-11260	1798
Project Kenwood Intermediate Holdings III, LLC	24-11261	4431
Project Kenwood Acquisition, LLC	24-11262	5607
Dillon’s Bus Service, Inc.	24-11266	4398
Hudson Transit Lines, Inc.	24-11270	3545
CAM Leasing, LLC	24-11263	8372
Megabus Northeast, LLC	24-11268	2401
Megabus Southeast, LLC	24-11275	2940
Coach USA MBT, LLC	24-11265	0116
Megabus USA, LLC	24-11271	4274
Voyavation LLC	24-11267	2542
Pennsylvania Transportation Systems, Inc.	24-11274	5613
Dragon Bus, LLC	24-11272	0285
New York Splash Tours, LLC	24-11276	3629
CUSARE, Inc.	24-11273	6030
CUSARE II, Inc.	24-11269	1287

Project Kenwood Holdings, Inc.	24-11264	9198
Coach USA Administration, Inc.	24-11277	0869
Route 17 North Realty, LLC	24-11278	8902
Central Cab Company	24-11280	2479
Central Charters & Tours, Inc.	24-11283	5205
Transportation Management Services, Inc.	24-11288	4051
Hudson Transit Corporation	24-11290	4320
Powder River Transportation Services, Inc.	24-11294	7170
SL Capital Corp.	24-11296	3536
349 First Street Urban Renewal Corp.	24-11299	0429
Barclay Airport Service, Inc.	24-11303	0127
Barclay Transportation Services, Inc.	24-11306	7007
Colonial Coach Corporation	24-11279	2520
Community Coach, Inc.	24-11281	8733
Community Transit Lines, Inc.	24-11285	4779
Community Transportation, Inc.	24-11289	1172
Orange, Newark, Elizabeth Bus, Inc.	24-11295	6588
Perfect Body Inc.	24-11300	4220
International Bus Services, Inc.	24-11304	5636
Short Line Terminal Agency, Inc.	24-11308	4612
Suburban Management Corp.	24-11310	2287
Suburban Transit Corp.	24-11313	3572
Suburban Trails, Inc.	24-11315	5681
Rockland Coaches, Inc.	24-11284	5368
Clinton Avenue Bus Company	24-11287	6725
Commodore Tours, Inc.	24-11291	1944
Community Bus Lines, Inc.	24-11293	0714
Community Tours, Inc.	24-11298	9770
Coach USA Illinois, Inc.	24-11301	4935
Coach Leasing, Inc.	24-11305	8001
Tri-State Coach Lines, Inc.	24-11307	4712
Sam Van Galder, Inc.	24-11309	6253
Wisconsin Coach Lines, Inc.	24-11282	0146
Lakefront Lines, Inc.	24-11286	4207
Pacific Coast Sightseeing Tours & Charters, Inc.	24-11292	3469
Kerrville Bus Company, Inc.	24-11297	4360
Independent Bus Company, Inc.	24-11302	8670
Olympia Trails Bus Company, Inc.	24-11312	0015
Butler Motor Transit, Inc.	24-11316	8249
Coach USA Tours – Las Vegas, Inc.	24-11320	6206
TRT Transportation, Inc.	24-11327	6051
Lenzner Tours, Inc.	24-11328	2220
Limousine Rental Service Inc.	24-11332	0881
Megabus Southwest, LLC	24-11337	4377
Megabus West, LLC	24-11342	8840

Paramus Northeast Mgt. Co., L.L.C.	24-11343	9192
Gad-About Tours, Inc.	24-11344	6355
All West Coachlines, Inc.	24-11345	2792
Red & Tan Enterprises, Inc.	24-11311	9682
Chenango Valley Bus Lines, Inc.	24-11314	3732
Elko, Inc.	24-11317	9542
American Coach Lines of Atlanta, Inc.	24-11322	9769
Rockland Transit Corporation	24-11324	3830
The Bus Exchange, Inc.	24-11326	2022
Midtown Bus Terminal of New York, Inc.	24-11329	3100
Leisure Time Tours	24-11331	9654
Twenty-Four Corp.	24-11335	8904
Lenzner Tours, Ltd	24-11338	3214
Lenzner Transit, Inc.	24-11341	1783
Sporran GCBS, Inc.	24-11318	2104
Sporran RTI, Inc.	24-11321	3781
KILT of RI, Inc.	24-11323	7380
Sporran AWC, Inc.	24-11325	0467
Sporran GCTC, Inc.	24-11319	1629
Red & Tan Transportation Systems, Inc.	24-11330	6701
Red & Tan Charter, Inc.	24-11333	0702
Red & Tan Tours	24-11339	0064
Lenzner Transportation Group, Inc.	24-11334	0247
Mister Sparkle, Inc.	24-11336	4259
Mountaineer Coach, Inc.	24-11340	4023
3329003 Canada Inc.	24-11350	N/A
Megabus Canada Inc.	24-11352	N/A
3376249 Canada Inc.	24-11347	N/A
4216849 Canada Inc.	24-11349	N/A
Trentway-Wagar (Properties) Inc.	24-11346	N/A
Trentway-Wagar Inc.	24-11348	N/A
Douglas Braund Investments Limited	24-11351	N/A

A CLAIMANT SHOULD CONSULT AN ATTORNEY IF SUCH CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.

1. THE BAR DATES

The Bar Date Order establishes the following bar dates for filing Proofs of Claim in these Chapter 11 Cases (collectively, the “Bar Dates”):

a. **General Bar Date.** Except as expressly set forth in this Notice, all entities (except governmental units) holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code, are required to file Proofs of Claim **by 5:00 p.m., prevailing Eastern time on**

[●]. Except as expressly set forth in this Notice, the General Bar Date applies to all types of claims against the Debtors that arose on or prior to the Petition Date, including secured claims, unsecured priority claims, and unsecured non-priority claims.

b. **Governmental Bar Date.** All governmental units holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date are required to file Proofs of Claim by **December 9, 2024 at 5:00 p.m., prevailing Eastern Time**. The Governmental Bar Date applies to all governmental units holding claims against the Debtors (whether secured, unsecured priority, or unsecured non-priority) that arose on or prior to the Petition Date, including governmental units with claims against the Debtors for unpaid taxes, whether such claims arise from prepetition tax years or periods or prepetition transactions to which the Debtors were a party.

c. **Rejection Damages Bar Date.** Unless otherwise ordered by the Court, all entities holding claims against the Debtors arising from the rejection of executory contracts and unexpired leases of the Debtors are required to file Proofs of Claim by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is thirty (30) days following entry of an order approving the rejection of any executory contract or unexpired lease of the Debtors.

d. **Amended Schedules Bar Date.** If, subsequent to the date of this Notice, the Debtors amend or supplement their Schedules to reduce the undisputed, noncontingent, and liquidated amount of a claim listed in the Schedules, to change the nature or classification of a claim against the Debtors reflected in the Schedules, or to add a new claim to the Schedules, the affected creditor is required to file a Proof of Claim or amend any previously filed Proof of Claim in respect of the amended scheduled claim by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is twenty-one (21) days from the date on which the Debtors mail notice of the amendment to the Schedules (or another time period as may be fixed by the Court).

2. **PERSONS OR ENTITIES WHO MUST FILE A PROOF OF CLAIM**

Any person or entity that has or seeks to assert a claim against the Debtors which arose, or is deemed to have arisen, prior to the Petition Date, including, without limitation, a claim under section 503(b)(9) of the Bankruptcy Code, **MUST FILE A PROOF OF CLAIM ON OR BEFORE THE APPLICABLE BAR DATE** in order to potentially share in the Debtors' estates.

Under the Bar Date Order, the filing of a Proof of Claim Form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority claims under section 503(b)(9) of the Bankruptcy Code. All other administrative claims under section 503(b) of the Bankruptcy Code must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and shall not be deemed proper if made by Proof of Claim. No deadline has yet been established for the filing of administrative claims other than claims under section 503(b)(9) of the Bankruptcy Code. **Claims under section 503(b)(9) of the Bankruptcy Code must be filed by the applicable Bar Date.**

Acts or omissions of the Debtors that occurred or arose before the Petition Date may give rise to claims against the Debtors that must be filed by the applicable Bar Date, notwithstanding that such claims may not have matured, are contingent, or have not become fixed or liquidated prior to or as of the Petition Date.

THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS BELIEVE THAT YOU HAVE A CLAIM. A CLAIMANT SHOULD CONSULT AN ATTORNEY IF SUCH CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.

A. Claims for Which No Proof of Claim Is Required to Be Filed

Notwithstanding the above, holders of the following claims are not required to file a Proof of Claim on or before the applicable Bar Date **solely with respect to such claim**:

- a. a claim against the Debtors for which a signed Proof of Claim has already been properly filed with the Clerk of the Bankruptcy Court for the District of Delaware or Kroll in a form substantially similar to Official Bankruptcy Form No. 410;
- b. a claim that is listed on the Debtors' Schedules if and only if (i) such claim is not scheduled as "disputed," "contingent," or "unliquidated," (ii) the holder of such claim agrees with the amount, nature, and priority of the claim as set forth in the Schedules, **and** (iii) the holder of such claim agrees with respect to the identified Debtor;
- c. an administrative expense claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than any claim allowable under section 503(b)(9) of the Bankruptcy Code);
- d. an administrative expense claim for postpetition fees and expenses incurred by any professional allowable under sections 330, 331, and 503(b) of the Bankruptcy Code;
- e. a claim that has been paid in full by the Debtors in accordance with the Bankruptcy Code or an order of the Court;
- f. a claim that has been allowed by an order of the Court entered on or before the applicable Bar Date;
- g. a claim of any Debtor against another Debtor;
- h. any fees payable to the office of the U.S. Trustee under 28 U.S.C. § 1930;
- i. a claim for which specific deadlines have been fixed by an order of the Court entered on or before the applicable Bar Date;
- j. any officer or director of the Debtors as of the Petition Date who has a claim for indemnification, contribution, or reimbursement;

k. the Prepetition ABL Administrative Agent or the Prepetition Secured Parties, as set forth in paragraph 26 of the *Interim Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 79] (the "Interim DIP Order"),³ and as may be set forth in any similar provision in any subsequent and/or final order regarding the use of cash collateral and/or debtor in possession financing; and

l. a claim of any current or former employee of the Debtors who has a claim related to the Health Plans.⁴

Please take notice that any Claimant exempted from filing a Proof of Claim pursuant to paragraph A above must still properly and timely file a Proof of Claim for any other claim that does not fall within the exemptions provided by paragraph A above. As set forth above, creditors are not required to file a Proof of Claim with respect to any amounts paid by the Debtors.

B. No Bar Date for Proof of Interest

Any person or entity holding an equity security (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants, or stock options) or other ownership interest in the Debtors (an "Interest Holder") is not required to file a proof of interest on or before the applicable Bar Date; *provided*, however, that an Interest Holder that wishes to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including, but not limited to, a claim for damages or rescission based on the purchase or sale of such equity security or other ownership interest, must file a Proof of Claim on or before the applicable Bar Date. The Debtors have reserved the right to establish at a later time a bar date requiring Interest Holders to file proofs of interest. If such a bar date is established, Interest Holders will be notified in writing of the bar date for filing of proofs of interest at the appropriate time.

3. WHEN AND WHERE TO FILE

All Claimants must submit (by overnight mail, courier service, hand delivery, regular mail, or in person) an original, written Proof of Claim that substantially conforms to the Proof of Claim Form so as to be **actually received** by Kroll, the Debtors' claims and notice agent, by no

³ Capitalized terms used in this subparagraph (k), but not otherwise defined in this Motion, shall have the meanings ascribed to them in the Interim DIP Order.

⁴ As defined in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and Other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Checks and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 11].

later than 5:00 p.m. (prevailing Eastern Time) on or before the applicable Bar Date at the following address:

If by first class mail:
Coach USA, Inc. Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, P.O. Box 4850
New York, NY 10163-4850

If by hand delivery, or overnight courier:
Coach USA, Inc. Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

Alternatively, Claimants may submit a Proof of Claim electronically by completing the electronic Proof of Claim Form that can be accessed at Kroll's website, <https://cases.ra.kroll.com/coachusa/EPOC-Index>.

Proofs of Claim will be deemed timely filed only if **actually received** by Kroll on or before the applicable Bar Date. Proofs of Claim may **not** be delivered by facsimile, telecopy, or electronic mail transmission. Any facsimile, telecopy, or electronic mail submissions will **not** be accepted and will **not** be deemed filed until a Proof of Claim is submitted to Kroll by overnight mail, courier service, hand delivery, regular mail, in person, or through Kroll's website listed above.

Claimants wishing to receive acknowledgment that their Proofs of Claim were received by Kroll must submit (a) a copy of the Proof of Claim and (b) a self-addressed, stamped envelope (in addition to the original Proof of Claim sent to Kroll).

4. CONTENTS OF A PROOF OF CLAIM

With respect to preparing and filing of a Proof of Claim, the Debtors propose that each Proof of Claim be required to be consistent with the following:

a. Each Proof of Claim must: (i) be legible; (ii) include a claim amount denominated in United States dollars using, if applicable, the exchange rate as of 5:00 p.m., prevailing Eastern Time, on the Petition Date (and to the extent such claim is converted to United States dollars, state the rate used in such conversion); (iii) set forth with specificity the legal and factual basis for the alleged claim; (iv) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (v) be signed by the Claimant, or by an authorized agent or legal representative of the Claimant on behalf of the Claimant, whether such signature is an electronic signature or is ink.

b. Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also (i) set forth with specificity: (1) the date of shipment

of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; (2) the date, place, and method (including carrier name) of delivery of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; (3) the value of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; and (4) whether the Claimant timely made a demand to reclaim such goods under section 546(c) of the Bankruptcy Code; (ii) attach any documentation identifying the particular invoices for which a claim under section 503(b)(9) of the Bankruptcy Code is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).

c. Proofs of Claim signed electronically by the Claimant or an authorized agent or legal representative of the Claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim or Proofs of Claim sent by facsimile or electronic mail will not be accepted.

d. Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint administration case number (24-11258 (MFW)), or otherwise without identifying a specific Debtor, will be deemed as filed only against Coach USA, Inc.

e. Unless otherwise ordered by the Court, each Proof of Claim must state a claim against **only one (1)** Debtor, clearly indicate the Debtor against which the claim is asserted, and be filed on the claims register of such Debtor. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Coach USA, Inc.

f. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor shall be required to transmit such documentation to Debtors' counsel upon request no later than ten (10) days from the date of such request.

g. Each Proof of Claim must be filed, including supporting documentation so as to be **actually received** by Kroll on or before the applicable Bar Date as follows: electronically through the interface available at <https://cases.ra.kroll.com/coachusa/EPOC-Index>, or if submitted through non-electronic means, by (i) mailing the original Proof of Claim by first class mail to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, Grand Central Station, P.O. Box 4850, New York, NY 10163, or (ii) delivering such original Proof of Claim by hand or overnight courier to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232.

h. Unless otherwise permitted by the Debtors, Proofs of Claim sent by facsimile or electronic mail will not be accepted.

i. Claimants wishing to receive acknowledgment that their Proofs of Claim were received by Kroll must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to Kroll) and (ii) a self-addressed, stamped envelope.

5. CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM BY THE BAR DATE

Any Claimant that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or the Bar Date Order with respect to a particular claim against the Debtors, but that fails to do so properly by the applicable Bar Date, may not be treated as a creditor with respect to such claim for purposes of voting and distribution.

6. CONTINGENT CLAIMS

Acts or omissions of or by the Debtors that occurred, or that are deemed to have occurred, prior to the Petition Date, including, without limitation, acts or omissions related to any indemnity agreement, guarantee, services provided to or rendered by the Debtors, or goods provided to or by the Debtors, may give rise to claims against the Debtors notwithstanding the fact that such claims (or any injuries on which they may be based) may be contingent or may not have matured or become fixed or liquidated prior to the Petition Date. Therefore, any person or entity that holds a claim or potential claim against the Debtors, no matter how remote, contingent, or unliquidated, **MUST** file a Proof of Claim on or before the applicable Bar Date.

7. THE DEBTORS' SCHEDULES

You may be listed as the holder of a claim against the Debtors in the Schedules. The Schedules are available free of charge on Kroll's website at <https://cases.ra.kroll.com/CoachUSA>. If you rely on the Schedules, it is your responsibility to determine that your claim is accurately listed in the Schedules. As described above, if (a) you agree with the nature, amount and status of your claim as listed in the Schedules **and** (b) your claim is **NOT** described as "disputed," "contingent," or "unliquidated," then you are not required to file a Proof of Claim in these Chapter 11 Cases with respect to such claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice and the Bar Date Order.

8. RESERVATION OF RIGHTS

Nothing contained in this Notice or the Bar Date Order is intended or should be construed as a waiver of any of the Debtors' rights, including without limitation, their rights to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; or (c) otherwise amend or supplement the Schedules. In addition, nothing contained herein or the Bar Date Order is intended or should be construed as an admission of the validity of any claim against the Debtors or an approval, assumption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code. All such rights and remedies are reserved.

9. ADDITIONAL INFORMATION

The Schedules, the Proof of Claim Form, and Bar Date Order are available free of charge on Kroll's website at <https://cases.ra.kroll.com/CoachUSA>. If you have questions concerning the filing or processing of Claims, you may contact the Debtors' claims agent, Kroll, by telephone at (844) 547-4557 (toll-free), (646) 777-2330 (international), or by email at CoachUSAInfo@ra.kroll.com. If you require additional information regarding the filing of a Proof of Claim, you may contact counsel for the Debtors in writing at the addresses below.

Dated: [●], 2024
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,
LLP**

/s/ DRAFT

Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
Joseph M. Mulvihill (No. 6061)
Timothy R. Powell (No. 6894)
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- and -

ALSTON & BIRD LLP

J. Eric Wise (admitted *pro hac vice*)
Matthew K. Kelsey (admitted *pro hac vice*)
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90 Park Avenue
New York, New York 10016
Tel: (212) 210-9400
Fax: (212) 210-9444
Email: eric.wise@alston.com
matthew.kelsey@alston.com
william.hao@alston.com

*Proposed Counsel to the Debtors and Debtors in
Possession*

EXHIBIT 2

Proof of Claim Form

Fill in this information to identify the case (Select only one Debtor per claim form):

<input type="checkbox"/> Coach USA, Inc. (Case No. 24-11258)	<input type="checkbox"/> Elko, Inc. (Case No. 24-11317)	<input type="checkbox"/> Project Kenwood Acquisition, LLC (Case No. 24-11262)
<input type="checkbox"/> 3329003 Canada Inc. (Case No. 24-11350)	<input type="checkbox"/> Gad-About Tours, Inc. (Case No. 24-11344)	<input type="checkbox"/> Project Kenwood Holdings, Inc. (Case No. 24-11264)
<input type="checkbox"/> 3376249 Canada Inc. (Case No. 24-11347)	<input type="checkbox"/> Hudson Transit Corporation (Case No. 24-11290)	<input type="checkbox"/> Project Kenwood Intermediate Holdings I, Inc. (Case No. 24-11259)
<input type="checkbox"/> 349 First Street Urban Renewal Corp. (Case No. 24-11299)	<input type="checkbox"/> Hudson Transit Lines, Inc. (Case No. 24-11270)	<input type="checkbox"/> Project Kenwood Intermediate Holdings II, LLC (Case No. 24-11260)
<input type="checkbox"/> 4216849 Canada Inc. (Case No. 24-11349)	<input type="checkbox"/> Independent Bus Company, Inc. (Case No. 24-11302)	<input type="checkbox"/> Project Kenwood Intermediate Holdings III, LLC (Case No. 24-11261)
<input type="checkbox"/> All West Coachlines, Inc. (Case No. 24-11345)	<input type="checkbox"/> International Bus Services, Inc. (Case No. 24-11304)	<input type="checkbox"/> Red & Tan Charter, Inc. (Case No. 24-11333)
<input type="checkbox"/> American Coach Lines of Atlanta, Inc. (Case No. 24-11322)	<input type="checkbox"/> Kerville Bus Company, Inc. (Case No. 24-11297)	<input type="checkbox"/> Red & Tan Enterprises, Inc. (Case No. 24-11311)
<input type="checkbox"/> Barclay Airport Service, Inc. (Case No. 24-11303)	<input type="checkbox"/> KILT of RI, Inc. (Case No. 24-11323)	<input type="checkbox"/> Red & Tan Tours (Case No. 24-11339)
<input type="checkbox"/> Barclay Transportation Services, Inc. (Case No. 24-11306)	<input type="checkbox"/> Lakefront Lines, Inc. (Case No. 24-11286)	<input type="checkbox"/> Red & Tan Transportation Systems, Inc. (Case No. 24-11330)
<input type="checkbox"/> Butler Motor Transit, Inc. (Case No. 24-11316)	<input type="checkbox"/> Leisure Time Tours (Case No. 24-11331)	<input type="checkbox"/> Rockland Coaches, Inc. (Case No. 24-11284)
<input type="checkbox"/> CAM Leasing, LLC (Case No. 24-11263)	<input type="checkbox"/> Lenzner Tours, Inc. (Case No. 24-11328)	<input type="checkbox"/> Rockland Transit Corporation (Case No. 24-11324)
<input type="checkbox"/> Central Cab Company (Case No. 24-11280)	<input type="checkbox"/> Lenzner Tours, LTD (Case No. 24-11338)	<input type="checkbox"/> Route 17 North Realty, LLC (Case No. 24-11278)
<input type="checkbox"/> Central Charters & Tours, Inc. (Case No. 24-11283)	<input type="checkbox"/> Lenzner Transit, Inc. (Case No. 24-11341)	<input type="checkbox"/> Sam Van Galder, Inc. (Case No. 24-11309)
<input type="checkbox"/> Chenango Valley Bus Lines, Inc. (Case No. 24-11314)	<input type="checkbox"/> Lenzner Transportation Group, Inc. (Case No. 24-11334)	<input type="checkbox"/> Short Line Terminal Agency, Inc. (Case No. 24-11308)
<input type="checkbox"/> Clinton Avenue Bus Company (Case No. 24-11287)	<input type="checkbox"/> Limousine Rental Service Inc. (Case No. 24-11332)	<input type="checkbox"/> SL Capital Corp. (Case No. 24-11296)
<input type="checkbox"/> Coach Leasing, Inc. (Case No. 24-11305)	<input type="checkbox"/> Megabus Canada Inc. (Case No. 24-11352)	<input type="checkbox"/> Sporrán AWC, Inc. (Case No. 24-11325)
<input type="checkbox"/> Coach USA Administration, Inc. (Case No. 24-11277)	<input type="checkbox"/> Megabus Northeast, LLC (Case No. 24-11268)	<input type="checkbox"/> Sporrán GCBS, Inc. (Case No. 24-11318)
<input type="checkbox"/> Coach USA Illinois, Inc. (Case No. 24-11301)	<input type="checkbox"/> Megabus Southeast, LLC (Case No. 24-11275)	<input type="checkbox"/> Sporrán GCTC, Inc. (Case No. 24-11319)
<input type="checkbox"/> Coach USA MBT, LLC (Case No. 24-11265)	<input type="checkbox"/> Megabus Southwest, LLC (Case No. 24-11337)	<input type="checkbox"/> Sporrán RTI, Inc. (Case No. 24-11321)
<input type="checkbox"/> Coach USA Tours - Las Vegas, Inc. (Case No. 24-11320)	<input type="checkbox"/> Megabus USA, LLC (Case No. 24-11271)	<input type="checkbox"/> Suburban Management Corp. (Case No. 24-11310)
<input type="checkbox"/> Colonial Coach Corporation (Case No. 24-11279)	<input type="checkbox"/> Megabus West, LLC (Case No. 24-11342)	<input type="checkbox"/> Suburban Trails, Inc. (Case No. 24-11315)
<input type="checkbox"/> Commodore Tours, Inc. (Case No. 24-11291)	<input type="checkbox"/> Midtown Bus Terminal of New York, Inc. (Case No. 24-11329)	<input type="checkbox"/> Suburban Transit Corp. (Case No. 24-11313)
<input type="checkbox"/> Community Bus Lines, Inc. (Case No. 24-11293)	<input type="checkbox"/> Mister Sparkle, Inc. (Case No. 24-11336)	<input type="checkbox"/> The Bus Exchange, Inc. (Case No. 24-11326)
<input type="checkbox"/> Community Coach, Inc. (Case No. 24-11281)	<input type="checkbox"/> Mountaineer Coach, Inc. (Case No. 24-11340)	<input type="checkbox"/> Transportation Management Services, Inc. (Case No. 24-11288)
<input type="checkbox"/> Community Tours, Inc. (Case No. 24-11298)	<input type="checkbox"/> New York Splash Tours, LLC (Case No. 24-11276)	<input type="checkbox"/> Trentway-Wagar (Properties) Inc. (Case No. 24-11346)
<input type="checkbox"/> Community Transit Lines, Inc. (Case No. 24-11285)	<input type="checkbox"/> Olympia Trails Bus Company, Inc. (Case No. 24-11312)	<input type="checkbox"/> Trentway-Wagar Inc. (Case No. 24-11348)
<input type="checkbox"/> Community Transportation, Inc. (Case No. 24-11289)	<input type="checkbox"/> Orange, Newark, Elizabeth Bus, Inc. (Case No. 24-11295)	<input type="checkbox"/> Tri-State Coach Lines, Inc. (Case No. 24-11307)
<input type="checkbox"/> CUSARE II, Inc. (Case No. 24-11269)	<input type="checkbox"/> Pacific Coast Sightseeing Tours & Charters, Inc. (Case No. 24-11292)	<input type="checkbox"/> TRT Transportation, Inc. (Case No. 24-11327)
<input type="checkbox"/> CUSARE, Inc. (Case No. 24-11273)	<input type="checkbox"/> Paramus Northeast Mgt. Co., L.L.C. (Case No. 24-11343)	<input type="checkbox"/> Twenty-Four Corp. (Case No. 24-11335)
<input type="checkbox"/> Dillion's Bus Service, Inc. (Case No. 24-11266)	<input type="checkbox"/> Pennsylvania Transportation Systems, Inc. (Case No. 24-11274)	<input type="checkbox"/> Voyavation LLC (Case No. 24-11267)
<input type="checkbox"/> Douglas Braund Investments Limited (Case No. 24-11351)	<input type="checkbox"/> Perfect Body Inc. (Case No. 24-11300)	<input type="checkbox"/> Wisconsin Coach Lines, Inc. (Case No. 24-11282)
<input type="checkbox"/> Dragon Bus, LLC (Case No. 24-11272)	<input type="checkbox"/> Powder River Transportation Services, Inc. (Case No. 24-11294)	

Modified Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

 Name

 Number Street

 City State ZIP Code

 Name

 Number Street

 City State ZIP Code

Contact phone _____
 Contact email _____

Contact phone _____
 Contact email _____

4. Does this claim amend one already filed?

No
 Yes. Claim number on court claims registry (if known) _____

Filed on _____
 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ _____ . Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No Yes. *Check one:*

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? No Yes. **Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.** \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.
 I am the creditor's attorney or authorized agent.
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
 MM / DD / YYYY

 Signature

Name of the person who is completing and signing this claim:

Name _____
 First name Middle name Last name

Title _____

Company _____
 Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
 Number Street

 City State ZIP Code

Contact phone _____ Email _____

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.

- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://cases.ra.kroll.com/CoachUSA>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. § 503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor’s business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

Coach USA, Inc. Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

Coach USA, Inc. Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

Do not file these instructions with your form
--

EXHIBIT 3

Publication Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

**NOTICE OF DEADLINE FOR THE FILING OF PROOFS OF CLAIM, INCLUDING
FOR CLAIMS ASSERTED UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

THE GENERAL BAR DATE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON [●]

PLEASE TAKE NOTICE OF THE FOLLOWING:

On June 11, 2024 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”). On [●], 2024, the Court entered an order [Docket No. [●]] (the “Bar Date Order”)² establishing certain deadlines for the filing of proofs of claim in these Chapter 11 Cases of the following Debtors:

<u>Debtor</u>	<u>Case No.</u>	<u>EID# (Last 4 Digits)</u>
Coach USA, Inc.	24-11258	8391
Project Kenwood Intermediate Holdings I, Inc.	24-11259	7628
Project Kenwood Intermediate Holdings II, LLC	24-11260	1798
Project Kenwood Intermediate Holdings III, LLC	24-11261	4431
Project Kenwood Acquisition, LLC	24-11262	5607
Dillon’s Bus Service, Inc.	24-11266	4398
Hudson Transit Lines, Inc.	24-11270	3545
CAM Leasing, LLC	24-11263	8372
Megabus Northeast, LLC	24-11268	2401
Megabus Southeast, LLC	24-11275	2940
Coach USA MBT, LLC	24-11265	0116
Megabus USA, LLC	24-11271	4274
Voyavation LLC	24-11267	2542

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bar Date Order, unless otherwise noted.

Pennsylvania Transportation Systems, Inc.	24-11274	5613
Dragon Bus, LLC	24-11272	0285
New York Splash Tours, LLC	24-11276	3629
CUSARE, Inc.	24-11273	6030
CUSARE II, Inc.	24-11269	1287
Project Kenwood Holdings, Inc.	24-11264	9198
Coach USA Administration, Inc.	24-11277	0869
Route 17 North Realty, LLC	24-11278	8902
Central Cab Company	24-11280	2479
Central Charters & Tours, Inc.	24-11283	5205
Transportation Management Services, Inc.	24-11288	4051
Hudson Transit Corporation	24-11290	4320
Powder River Transportation Services, Inc.	24-11294	7170
SL Capital Corp.	24-11296	3536
349 First Street Urban Renewal Corp.	24-11299	0429
Barclay Airport Service, Inc.	24-11303	0127
Barclay Transportation Services, Inc.	24-11306	7007
Colonial Coach Corporation	24-11279	2520
Community Coach, Inc.	24-11281	8733
Community Transit Lines, Inc.	24-11285	4779
Community Transportation, Inc.	24-11289	1172
Orange, Newark, Elizabeth Bus, Inc.	24-11295	6588
Perfect Body Inc.	24-11300	4220
International Bus Services, Inc.	24-11304	5636
Short Line Terminal Agency, Inc.	24-11308	4612
Suburban Management Corp.	24-11310	2287
Suburban Transit Corp.	24-11313	3572
Suburban Trails, Inc.	24-11315	5681
Rockland Coaches, Inc.	24-11284	5368
Clinton Avenue Bus Company	24-11287	6725
Commodore Tours, Inc.	24-11291	1944
Community Bus Lines, Inc.	24-11293	0714
Community Tours, Inc.	24-11298	9770
Coach USA Illinois, Inc.	24-11301	4935
Coach Leasing, Inc.	24-11305	8001
Tri-State Coach Lines, Inc.	24-11307	4712
Sam Van Galder, Inc.	24-11309	6253
Wisconsin Coach Lines, Inc.	24-11282	0146
Lakefront Lines, Inc.	24-11286	4207
Pacific Coast Sightseeing Tours & Charters, Inc.	24-11292	3469
Kerrville Bus Company, Inc.	24-11297	4360
Independent Bus Company, Inc.	24-11302	8670
Olympia Trails Bus Company, Inc.	24-11312	0015
Butler Motor Transit, Inc.	24-11316	8249
Coach USA Tours – Las Vegas, Inc.	24-11320	6206

TRT Transportation, Inc.	24-11327	6051
Lenzner Tours, Inc.	24-11328	2220
Limousine Rental Service Inc.	24-11332	0881
Megabus Southwest, LLC	24-11337	4377
Megabus West, LLC	24-11342	8840
Paramus Northeast Mgt. Co., L.L.C.	24-11343	9192
Gad-About Tours, Inc.	24-11344	6355
All West Coachlines, Inc.	24-11345	2792
Red & Tan Enterprises, Inc.	24-11311	9682
Chenango Valley Bus Lines, Inc.	24-11314	3732
Elko, Inc.	24-11317	9542
American Coach Lines of Atlanta, Inc.	24-11322	9769
Rockland Transit Corporation	24-11324	3830
The Bus Exchange, Inc.	24-11326	2022
Midtown Bus Terminal of New York, Inc.	24-11329	3100
Leisure Time Tours	24-11331	9654
Twenty-Four Corp.	24-11335	8904
Lenzner Tours, Ltd	24-11338	3214
Lenzner Transit, Inc.	24-11341	1783
Sporran GCBS, Inc.	24-11318	2104
Sporran RTI, Inc.	24-11321	3781
KILT of RI, Inc.	24-11323	7380
Sporran AWC, Inc.	24-11325	0467
Sporran GCTC, Inc.	24-11319	1629
Red & Tan Transportation Systems, Inc.	24-11330	6701
Red & Tan Charter, Inc.	24-11333	0702
Red & Tan Tours	24-11339	0064
Lenzner Transportation Group, Inc.	24-11334	0247
Mister Sparkle, Inc.	24-11336	4259
Mountaineer Coach, Inc.	24-11340	4023
3329003 Canada Inc.	24-11350	N/A
Megabus Canada Inc.	24-11352	N/A
3376249 Canada Inc.	24-11347	N/A
4216849 Canada Inc.	24-11349	N/A
Trentway-Wagar (Properties) Inc.	24-11346	N/A
Trentway-Wagar Inc.	24-11348	N/A
Douglas Braund Investments Limited	24-11351	N/A

Pursuant to the Bar Date Order, each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, and trust) that holds or seeks to assert a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date (including, without limitation, claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code), no matter how remote or contingent such right to payment or equitable remedy may be, **MUST FILE A PROOF OF CLAIM** on or before 5:00 p.m. (prevailing Eastern Time), on [●], 2024

(the “General Bar Date”), by sending an original proof of claim form to Kroll Restructuring Administration LLC (“Kroll”), or by completing the online proof of claim form available at <https://cases.ra.kroll.com/coachusa/EPOC-Index>, so that it is **actually received** on or before the General Bar Date; *provided* that, solely with respect to governmental units (as defined in section 101(27) of the Bankruptcy Code), the deadline for such governmental units to file a proof of claim against the Debtors is December 9, 2024 at 5:00 p.m. (prevailing Eastern Time) (the “Governmental Bar Date”).

All entities holding claims against the Debtors arising from the rejection of executory contracts and unexpired leases of the Debtors are required to file proofs of claim by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is thirty (30) days following entry of an order approving the rejection of any executory contract or unexpired lease of the Debtors (the “Rejection Damages Bar Date”).

All entities asserting claims against the Debtors that are affected by an amendment or supplement to the Schedules are required to file a proof of claim or amend any previously filed proof of claim in respect of the amended scheduled claim by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is twenty-one (21) days from the date on which the Debtors mail notice of the amendment to the Schedules (or another time period as may be fixed by the Court) (the “Amended Schedules Bar Date”).

Proofs of claim must be sent by overnight mail, courier service, hand delivery, regular mail, or in person, or completed electronically through Kroll’s website. Proofs of claim sent by facsimile, telecopy, or electronic mail will **not** be accepted and will **not** be considered properly or timely filed for any purpose in these Chapter 11 Cases.

ANY PERSON OR ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM IN THESE CHAPTER 11 CASES WITH RESPECT TO A PARTICULAR CLAIM AGAINST THE DEBTORS, BUT THAT FAILS TO DO SO PROPERLY BY THE APPLICABLE BAR DATE, MAY NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR PURPOSES OF VOTING AND DISTRIBUTION.

A copy of the Bar Date Order and proof of claim form may be obtained by contacting the Debtors’ Claims Agent, in writing, at Kroll, Coach USA, Inc. Claims Processing Center c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412, Brooklyn, NY 11232, or online at <https://cases.ra.kroll.com/CoachUSA>. The Bar Date Order can also be viewed on the Court’s website at www.deb.uscourts.gov. If you have questions concerning the filing or processing of claims, you may contact the Debtors’ claims agent, Kroll, by telephone at (844) 547-4557 (toll-free), (646) 777-2330 (international), or by email at CoachUSAInfo@ra.kroll.com.

SCHEDULE M
DE MINIMIS ASSETS ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 101

**ORDER AUTHORIZING AND APPROVING PROCEDURES FOR
THE SALE, TRANSFER, OR ABANDONMENT OF DE MINIMIS ASSETS**

Upon the *Debtors' Motion for an Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

relief sought in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized, but not directed, to sell or transfer the De Minimis Assets upon the filing of a certification the ("Certification") and entry of an order, in accordance with the De Minimis Asset Sale Procedures as set forth herein.
3. With regard to sales or transfers of the De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers (each, a "De Minimis Asset Purchaser") with an aggregate selling price equal to or less than \$1,500,000, the following De Minimis Asset Sale Procedures are hereby approved; *provided, however*, that any De Minimis Asset Sale to a De Minimis Asset Purchaser with an aggregate selling price equal to or less than \$500,000 shall not be subject to the following procedures (other than (i) the application of proceeds provided in 3(h) below and (ii) any De Minimis Asset Sale with an aggregate selling price greater than \$100,000 shall be subject to the DIP Agent Consent Right and the Committee Consult Right (as defined below)), and such transaction may be consummated without further notice (except five (5) business days' notice to any known lien holder and entry of an order submitted under Certification) or hearing following entry of this Order:
 - a. The Debtors are authorized to consummate De Minimis Asset Sale(s) if (i) the DIP Agent has provided prior written consent to the

proposed sale or transfer (or series of sales or transfers) (which consent may be provided by counsel by email) (the “DIP Agent Consent Right”), (ii) the Debtors have consulted with the Official Committee of Unsecured Creditors (the “Committee”) regarding the proposed sale or transfer (or series of sales or transfers) at least five (5) business days prior to the consummation of such sale(s) or transfer(s) (the “Committee Consult Right”), (iii) the Debtors determine in the reasonable exercise of their business judgment that such sales or transfers are in the best interest of their estates (other than notice to the De Minimis Asset Notice Parties and entry of an order submitted under Certification, as set forth below).

- b. Any such transaction(s) shall be free and clear of all liens, with such liens attaching only to the sale or transfer proceeds, if any, pursuant to section 363 of the Bankruptcy Code, with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to such sale or transfer.
- c. At least five (5) business days prior to the proposed closing of any De Minimis Asset Sale, the Debtors shall give written notice of each sale substantially in the form attached hereto as Exhibit 1 (the “De Minimis Asset Sale Notice”) by email, if available, or otherwise by overnight delivery to: (i) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)); (ii) counsel to the Official Committee of Unsecured Creditors, (A) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), Sharon I. Dwoskin (sdwoskin@brownrudnick.com)) and (B) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)); (iii) counsel to the Prepetition ABL Administrative Agent and DIP Agent, Goldberg Kohn Ltd., 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)), (iv) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware, (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)); and (v) any known affected creditor(s) asserting a lien, claim, or encumbrance on the relevant property (collectively, the “De Minimis Asset Notice Parties”).

- d. The content of the De Minimis Asset Sale Notice shall consist of (i) reasonably specific identification of the proposed De Minimis Assets being sold or transferred; (ii) identification of the proposed De Minimis Asset Purchaser and their relationship (if any) to the Debtors; (iii) the proposed selling price; and (iv) the material terms of the sale or transfer agreement, including, but not limited to, any payments to be made by the Debtors on account of commissions or other fees to agents, brokers, auctioneers, and liquidators.
- e. If no written objections from the De Minimis Asset Notice Parties are filed with the Court within five (5) business days after service of such De Minimis Asset Sale Notice (or such longer period as agreed to by the Debtors), then the Debtors shall be authorized to submit a proposed order under Certification, and after entry of such order, immediately consummate such sale or transfer.
- f. If any De Minimis Asset Notice Party files a written objection to any such sale or transfer with the Court within five (5) business days after service of such De Minimis Asset Sale Notice (or such longer period as agreed to by the Debtors), then the relevant De Minimis Asset shall be sold or transferred only upon submission of a consensual form of order resolving the objection as between the Debtors and the objecting party or further order of the Court after notice and a hearing. Any such objections shall be served on the De Minimis Asset Notice Parties.
- g. In the event a hearing is required to resolve an objection, such objection shall be heard at the next scheduled omnibus hearing date that is at least seven (7) calendar days from the date of the filing of such notice or such other date set by the Court based upon the exigencies of the circumstances surrounding such assignment.
- h. All proceeds of sales or transfers of De Minimis Assets shall be applied in accordance with the terms of the Financing Order (as defined in the DIP Credit Agreement (as defined in the Bidding Procedures Motion)).

4. Pursuant to section 363(f) of the Bankruptcy Code, any property sold pursuant to the De Minimis Asset Sale Procedures shall be sold free and clear of any and all liens, mortgages, security interests, conditional sales or title retention agreements, pledges, hypothecations, consensual liens, judicial liens, statutory liens, judgments, encumbrances, or claims of any kind or nature (including, without limitation, any and all “claims” as defined in

section 101(5) of the Bankruptcy Code) (collectively, “Liens and Claims”), and such Liens and Claims shall attach to the proceeds of the sale of such assets with the same validity and enforceability, to the same extent, subject to the same defenses, and with the same amount and priority as they attached to such assets immediately prior to the closing of the applicable sale.

5. The absence of an objection to the relief requested in the Motion combined with the absence of a timely objection to the sale of property by a holder of a Lien or Claim that has received a De Minimis Asset Sale Notice in accordance with the terms of this Order shall be determined to be “consent” to such sale within the meaning of section 363(f)(2); *provided, however*, that the written consent of the DIP Agent shall be required prior to any sale or transfer of De Minimis Assets (which consent may be provided by counsel by email) with an aggregate selling price greater than \$100,000.

6. Sales of property consummated pursuant to the De Minimis Asset Sale Procedures shall be deemed arm’s-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code.

7. All buyers shall take assets sold by the Debtors pursuant to the De Minimis Asset Sale Procedures “as is” and “where is,” without any representations or warranties from the Debtors as to quality or fitness of such assets for either their intended or any particular purpose.

8. The Debtors shall provide a written report or reports, within thirty (30) days after the last day of each calendar month (to the extent De Minimis Asset Sales were consummated for the relevant month), concerning any such sales or transfers made in accordance with the relief granted by this Order (including the names of the purchasing parties and the types of amounts of the sales) to the De Minimis Asset Notice Parties and those parties requesting notice under Bankruptcy Rule 2002.

9. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code, the Debtors, with the consent of the DIP Agent (which consent may be provided by counsel by email) and following consultation with the Committee, are authorized, but not directed, to abandon personal property in accordance with the following procedures:

Abandonment. For personal property for which the Debtors are unable to find purchasers and the Debtors determine, after consultation with their professional advisors, that the cost to maintain, relocate, and/or store such personal property outweighs any potential recovery from a future sale:

- a. Business Judgment Standard. The Debtors shall be authorized to abandon such property, subject to the procedures set forth herein, if the Debtors determine in the reasonable exercise of their business judgment that such abandonment is in the best interest of the Debtors' estates,; provided, however, that nothing in this Order shall authorize the Debtors to abandon any personally identifiable information of any person (including any of the Debtors' employees) or any business records necessary for the prosecution of the Chapter 11 Cases and not otherwise available to the Debtors.
- b. Abandonment Notice. The Debtors shall, at least five (5) business days prior to abandoning such property, file on the Court's docket and serve a written notice of such abandonment by e-mail, facsimile, or overnight delivery service (each notice, an "Abandonment Notice") on: (i) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)); (ii) counsel to the Official Committee of Unsecured Creditors, (A) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), Sharon I. Dwoskin (sdwoskin@brownrudnick.com)) and (B) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)); (iii) counsel to the Prepetition ABL Administrative Agent and DIP Agent, Goldberg Kohn Ltd., 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)), (iv) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware, (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)); and

(v) any known affected creditor(s) asserting a lien, claim, or encumbrance on the relevant property (the “Abandonment Notice Parties”), which Abandonment Notice shall consist of:
(i) identification of the property being abandoned and its location;
(ii) a summary of the reasons for abandoning such property; (iii) the entity to whom the property is proposed to be abandoned, if any; and
(iv) the date and time within which objections must be filed and served on the Debtors (as set forth below).

- c. Objection Procedures. Parties objecting to an Abandonment Notice must file and serve a written objection so that such objection is filed with the Court and is actually received by counsel to the Debtors no later than five (5) business days after the date the Debtors serve the relevant Abandonment Notice.
- d. No Objection. If no objection to an Abandonment Notice is timely filed by any of the Abandonment Notice Parties within five (5) business days of service of such Abandonment Notice, the Debtors are authorized to submit a proposed order under Certification, and after entry of such order, immediately abandon the relevant property.
- e. Unresolved Objections. If a timely objection is filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection. If such objection is overruled or withdrawn, or if the abandonment of the property is specifically approved by further order of the Court, the Debtors shall be authorized to immediately abandon such property.

10. The Debtors may not abandon De Minimis Assets to insiders, as that term is defined in section 101(31) of the Bankruptcy code, without a further order of this Court.

11. For the avoidance of doubt, this Order does not authorize the sale or abandonment of the Debtors’ books and records, and any such books and records, including, but not limited to, electronically stored information, shall be preserved absent further order of this Court.

12. Nothing contained herein shall prejudice the rights of the Debtors to seek authorization for the sale, transfer, or abandonment of any other asset in accordance with the Bankruptcy Code, Bankruptcy Rules, and the Local Rules.

13. Service of the Motion and the De Minimis Asset Sale Notice or Abandonment Notice, as applicable, is sufficient notice of the sale, transfer, or abandonment of the applicable

property of the Debtors, and shall be deemed sufficient notice in accordance with Bankruptcy Rules 6004 and 6007.

14. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

15. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion or a finding that any particular claim is an administrative expense or other priority claim; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the rights of any party in interest under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

16. The De Minimis Asset Sale Notice substantially in the form attached to this Order as Exhibit 1 is hereby authorized and approved, and service of the De Minimis Asset Sale Notice is sufficient notice of the sale or transfer of such applicable assets.

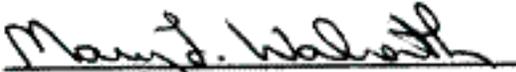
17. The Abandonment Notice, substantially in the form attached to this Order as Exhibit 2, is hereby authorized and approved, and service of the Abandonment Notice is sufficient notice of the abandonment of the applicable assets.

18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

20. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: July 10th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31799378.6

EXHIBIT 1

Form of De Minimis Asset Sale Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Obj. Deadline: [____] at 4:00 p.m. (ET)

NOTICE OF *DE MINIMIS* ASSET SALE

PLEASE TAKE NOTICE that, on June 11, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

PLEASE TAKE FURTHER NOTICE that, on _____, 2024, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an *Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets* [Docket No. ___] the (“De Minimis Asset Sale Order”), whereby the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) authorized the Debtors to sell, transfer or abandon certain assets having de minimis value to the Debtors’ estates (the “De Minimis Assets”). All interested parties should carefully read the De Minimis Asset Sale Order and the De Minimis Asset Sale Procedures set forth therein. The De Minimis Asset Sale Order is available on the website of the Debtors’ claims and noticing agent, Kroll Restructuring Administration LLC, at <https://cases.ra.kroll.com/CoachUSA>.

PLEASE TAKE FURTHER NOTICE that, in accordance with the De Minimis Asset Sale Procedures, the Debtors intend to sell or transfer the De Minimis Assets (the “De Minimis Asset Sale”) set forth on Schedule 1 attached hereto (the “Sale Schedule”). In accordance with the De Minimis Asset Sale Procedures, the Sale Schedule includes: (i) reasonably specific identification of the proposed De Minimis Assets being sold or transferred; (ii) identification of the proposed De Minimis Asset Purchaser and their relationship (if any) to the Debtors; (iii) the proposed selling price; and (iv) the material terms of the sale or transfer agreement, including, but not limited to, any payments to be made by the Debtors on account of commissions or other fees to agents, brokers, auctioneers, and liquidators.

PLEASE TAKE FURTHER NOTICE that, pursuant to the De Minimis Asset Sale Order, any recipient of this notice may object to the proposed sale within five (5) business days of service of this notice. Objections must: (i) be in writing; and (ii) filed with the Bankruptcy Court

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

to be received by 4:00 p.m. (prevailing Eastern Time) within five (5) calendar days of service of this notice (the “Objection Deadline”) and served on counsel for the Debtors, (A) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Sean M. Beach (sbeach@ycst.com) and Joseph M. Mulvihill (JMulvihill@ycst.com)) and (B) Alston & Bird LLP, 90 Park Avenue, New York, NY 10016 (Attn: Matthew K. Kelsey (matthew.kelsey@alston.com), Eric Wise (eric.wise@alston.com), and William Hao (william.hao@alston.com)); and counsel the Official Committee of Unsecured Creditors, (A) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), Sharon I. Dvoskin (sdvoskin@brownrudnick.com)) and (B) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)).

PLEASE TAKE FURTHER NOTICE THAT, SHOULD A HEARING BE REQUIRED TO RESOLVE AN OBJECTION, SUCH OBJECTION SHALL BE HEARD AT THE NEXT SCHEDULED OMNIBUS HEARING DATE THAT IS AT LEAST SEVEN (7) CALENDAR DAYS FROM THE DATE OF THE FILING OF SUCH NOTICE OR SUCH OTHER DATE SET BY THE COURT BASED UPON THE EXIGENCIES OF THE CIRCUMSTANCES SURROUNDING SUCH ASSIGNMENT.

PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE OBJECTION DEADLINE IN ACCORDANCE WITH THE DE MINIMIS ASSET SALE ORDER, THEN THE DEBTORS SHALL BE AUTHORIZED, PURSUANT TO THE DE MINIMIS ASSET SALE ORDER, TO CONSUMMATE THE PROPOSED DE MINIMIS ASSET SALE IN ACCORDANCE WITH THE TERMS SET FORTH ON THE ATTACHED SALE SCHEDULE WITHOUT FURTHER NOTICE OR HEARING, AND YOU SHALL BE DEEMED TO HAVE WAIVED AND RELEASED ANY RIGHT TO ASSERT SUCH AN OBJECTION.

Dated: _____, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ DRAFT

Sean M. Beach (No. 4070)
Joseph M. Mulvihill (No. 6061)
Timothy R. Powell (No. 6894)
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- and -

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Counsel to the Debtors and Debtors in Possession

Schedule of Assets to be Sold

<u>Item(s) to be Sold</u>	<u>Purchaser</u>	<u>Quantity</u>	<u>Proposed Price</u>	<u>Terms of Sale</u>

EXHIBIT 2

Abandonment Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Obj. Deadline: [_____] at 4:00 p.m. (ET)

NOTICE OF INTENT TO ABANDON DE MINIMIS ASSETS

PLEASE TAKE NOTICE that, on June 11, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

PLEASE TAKE FURTHER NOTICE that, on _____, 2024, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an *Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets* [Docket No. ___] the (“De Minimis Asset Sale Order”), whereby the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) authorized the Debtors to sell, transfer or abandon certain assets having de minimis value to the Debtors’ estates (the “De Minimis Assets”). All interested parties should carefully read the De Minimis Asset Sale Order and the De Minimis Asset Sale Procedures set forth therein. The De Minimis Asset Sale Order is available on the website of the Debtors’ claims and noticing agent, Kroll Restructuring Administration LLC, at <https://cases.ra.kroll.com/CoachUSA>.

PLEASE TAKE FURTHER NOTICE that, in accordance with the De Minimis Asset Sale Procedures, the Debtors intend to abandon the De Minimis Assets (the “De Minimis Asset Sale”) set forth on Schedule 1 attached hereto (the “Schedule”). In accordance with the De Minimis Asset Sale Procedures, the Schedule includes: (i) identification of the property being abandoned and its location; (ii) a summary of the reasons for abandoning such property; and (iii) the entity to whom the property is proposed to be abandoned, if any.

PLEASE TAKE FURTHER NOTICE that, pursuant to the De Minimis Asset Sale Order, any recipient of this notice may object to the proposed abandonment within five (5) business days of service of this notice. Objections must: (i) be in writing; and (ii) filed with the Bankruptcy Court to be received by 4:00 p.m. (prevailing Eastern Time) within five (5) calendar days of service of this notice (the “Objection Deadline”) and served on counsel for the Debtors (A) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Sean M. Beach (sbeach@ycst.com) and Joseph M. Mulvihill (JMulvihill@ycst.com)) and (B) Alston & Bird LLP, 90 Park Avenue, New York, NY 10016 (Attn: Matthew K. Kelsey

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

(matthew.kelsey@alston.com), Eric Wise (eric.wise@alston.com), and William Hao (william.hao@alston.com)); and counsel for the Official Committee of Unsecured Creditors, (A) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), Sharon I. Dvoskin (sdvoskin@brownrudnick.com)) and (B) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)).

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PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE OBJECTION DEADLINE IN ACCORDANCE WITH THE DE MINIMIS ASSET SALE ORDER, THEN THE DEBTORS SHALL BE AUTHORIZED, PURSUANT TO THE DE MINIMIS ASSET SALE ORDER, TO ABANDON THE ASSETS IN ACCORDANCE WITH THE TERMS SET FORTH ON THE ATTACHED SCHEDULE WITHOUT FURTHER NOTICE OR HEARING, AND YOU SHALL BE DEEMED TO HAVE WAIVED AND RELEASED ANY RIGHT TO ASSERT SUCH AN OBJECTION.

Dated: _____, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ DRAFT

Sean M. Beach (No. 4070)
Joseph M. Mulvihill (No. 6061)
Timothy R. Powell (No. 6894)
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- and -

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matthew.kelsey@alston.com
william.hao@alston.com

Counsel to the Debtors and Debtors in Possession

Schedule of Assets to be Abandoned

<u>Item(s) to be Abandoned</u>	<u>Location</u>	<u>Reason for Abandonment</u>	<u>Entity to Whom the Property is Abandoned</u>

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF MEGABUS CANADA INC., 3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR (PROPERTIES) INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND INVESTMENTS LIMITED

APPLICATION OF COACH USA, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

BENNETT JONES LLP
One First Canadian Place, Suite 3400
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Toronto, ON M5X 1A4

Kevin Zych (LSO#33129T)
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Milan Singh-Cheema (LSO# 88258Q)
Tel: (416) 777-5521
Email: singhcheemam@bennettjones.com

Lawyers for the Applicant

THIS IS **EXHIBIT "I"** REFERRED TO IN THE AFFIDAVIT
OF SPENCER WARE, SWORN BEFORE ME
THIS 19TH DAY OF AUGUST, 2024.

A handwritten signature in cursive script, appearing to read "L. Fraser-Richardson".

LINDA FRASER-RICHARDSON
A Commissioner for taking Affidavits
(or as may be)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) MONDAY, THE 29TH
)
JUSTICE KIMMEL) DAY OF JULY, 2024

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF 3329003 CANADA INC., MEGABUS CANADA INC.,
3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR
(PROPERTIES) INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND
INVESTMENTS LIMITED**

**APPLICATION OF COACH USA, INC UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED**

THIRD SUPPLEMENTAL ORDER

THIS MOTION, made by Coach USA, Inc., in its capacity as the foreign representative (the "**Foreign Representative**") of 3329003 Canada Inc., Megabus Canada Inc., 3376249 Canada Inc., 4216849 Canada Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc. and Douglas Braund Investments Limited (collectively, the "**Canadian Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Motion Record, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Spencer Ware affirmed July 25, 2024 (the "**Ware Affidavit**"), and the Second Report of the Alvarez & Marsal Canada Inc., in its capacity as information officer (the "**Information Officer**"), each filed.

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer, counsel for Wells Fargo Bank, National Association and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Milan Singh-Cheema sworn July 26, 2024:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Ware Affidavit or the Supplemental Order (Foreign Main Proceeding) of this Court dated June 14, 2024.

RECOGNITION OF FOREIGN ORDERS

3. **THIS COURT ORDERS** that the following orders (the "**Foreign Orders**") of the U.S. Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Final Order (I) Authorizing the Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Applicable Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; and (IV) Granting Related Relief (the "**Final DIP Order**")* (a copy of which is attached hereto as Schedule "A");
- (b) *Order (A) Approving (I) The Debtors' Designation of the Newco Stalking Horse Bidder for Certain of the Debtors' Assets as Set Forth in the Newco Stalking Horse Agreement, (II) the Debtors' Entry Into the Newco Stalking Horse Agreement, and (III) the Bid Protections and (B) Granting Related Relief (the "**NewCo Bidding Procedures Order**")* (a copy of which is attached hereto as Schedule "B"); and
- (c) *Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially all of the Chapter 11 Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction*

for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief (the "**Bidding Procedures Order**") (a copy of which is attached hereto as Schedule "C");

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

AMENDMENT TO SUPPLEMENTAL ORDER

4. **THIS COURT ORDERS** that paragraph 24 of the Supplemental Order is hereby amended from and after the date of this Order as follows:

24. **THIS COURT ORDERS** that the Agent, for and on behalf of themselves and the DIP Secured Parties (each as defined in the **Final DIP Order, defined in the Second Supplemental Order made in the within proceedings dated July 29, 2024**), shall be entitled to the benefit of and is hereby granted a charge (the "DIP Charge") on the Property, which DIP Charge shall be consistent with the liens, charges and priorities created by or set forth in the Interim DIP Order **and the Final DIP Order** (including, with respect to the Carveout and the Prepetition ABL Priority Obligations (each as defined in the Ware Affidavit)), provided however that, with respect to the Property, the DIP Charge shall have the priority set out in paragraph 25 and 27 hereof, and further provided that, the DIP Charge shall not be enforced except with leave of this Court on notice to those parties on the Service List (as hereinafter defined).

GENERAL

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Canadian Debtors,

the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative and the Information Officer, as may be necessary or desirable to give effect to this Order, or to assist the Canadian Debtors, the Foreign Representative, the Information Officer and their respective counsel and agents in carrying out the terms of this Order.

6. **THIS COURT ORDERS** that each of the Canadian Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

7. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Time on the date of this Order.

SCHEDULE A
FINAL DIP ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
COACH USA, INC., <i>et al.</i> ¹)	Case No. 24-11258 (MFW)
)	
Debtors.)	(Jointly Administered)

**FINAL ORDER (I) AUTHORIZING THE APPLICABLE DEBTORS TO OBTAIN
POSTPETITION SECURED FINANCING; (II) AUTHORIZING THE APPLICABLE
DEBTORS' USE OF CASH COLLATERAL; (III) GRANTING ADEQUATE
PROTECTION TO PREPETITION ABL ADMINISTRATIVE AGENT AND THE
OTHER PREPETITION SECURED PARTIES;
AND (IV) GRANTING RELATED RELIEF**

This matter came before this Court on the motion (the "Motion") of Project Kenwood Intermediate Holdings III, LLC ("Parent") and its direct and indirect debtor subsidiaries (the "Applicable Debtors") requesting that this Court enter a final order authorizing the Applicable Debtors to: (a) use certain Cash Collateral on a final basis; (b) incur Postpetition Debt on a final basis; and (c) grant adequate protection and provide security and other relief to Wells Fargo Bank, National Association ("Wells"), in its capacity as agent ("Prepetition ABL Administrative Agent") to the lenders party to Prepetition ABL Agreement ("Prepetition ABL Lenders") and the other Prepetition Secured Parties, and Wells Fargo Bank, National Association in its capacity as agent ("DIP Agent"; together Prepetition ABL Administrative Agent, "Agents") to the lenders party to the DIP Credit Agreement ("DIP Lenders"; together with Prepetition ABL Lenders, the "Lenders") and the other Postpetition Secured Parties. Unless otherwise indicated, all capitalized terms used as defined terms herein have the meanings ascribed thereto in Exhibit A attached hereto and by this reference are made a part hereof.

This final order (this "Order") shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052 and shall take effect and be fully enforceable as of the Petition Date.

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion, and having completed a hearing pursuant to Bankruptcy Code §§ 363 and 364, Rule 4001(b) and (c), and Local Rule 4001-1 and 4001-2, and objections, if any, having been withdrawn, resolved or overruled by the Court, **THE MOTION IS GRANTED, AND THE COURT HEREBY FINDS THAT:**

A. On the Petition Date, Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Debtors have retained possession of their property and continue to operate their respective businesses as debtors in possession pursuant to Bankruptcy Code §§ 1107 and 1108.

B. The Court has jurisdiction over the Cases and this proceeding pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. The Court may enter a final order consistent with Article III of the United States Constitution. Determination of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue over this Motion is proper under 28 U.S.C. § 1409(a).

C. On June 25, 2024, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed the Committee. *See* Docket No. 139 (Coach USA, Inc.).

D. Subject to Paragraph 9 of this Order, Applicable Debtors (for themselves and their non-Debtor subsidiaries) admit, stipulate and agree that:

1. the Prepetition ABL Documents evidence and govern the Prepetition Debt, the Prepetition Liens and the prepetition financing relationship among Applicable Debtors, Prepetition ABL Administrative Agent, Prepetition ABL Lenders and the other Prepetition Secured Parties;

2. the Prepetition Debt constitutes the legal, valid and binding obligation of Applicable Debtors, enforceable in accordance with the terms of the Prepetition ABL Documents, all of which are deemed to be reaffirmed by the parties thereto;

3. as of the Petition Date, Applicable Debtors are each liable for the payment and performance of the Prepetition Debt, and the Prepetition Debt shall be an allowed claim in an amount not less than \$182,269,070.45, exclusive of accrued and accruing Allowable 506(b) Amounts;

4. no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to contest, objection, recoupment, defense, counterclaim, offset, avoidance, recharacterization, subordination or other claim, cause of action or challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise;

5. the Prepetition Liens are Priority Liens, subject to Permitted Priority Liens and secure payment of all of the Prepetition Debt;

6. Nothing herein shall prejudice Prepetition ABL Administrative Agent's and any Prepetition ABL Lender's right to: (1) assert that their respective interests in the Prepetition Collateral lack adequate protection; or (2) seek a valuation of the Prepetition Collateral;

7. Debtors do not have, and each of the Debtors hereby absolutely, unconditionally and irrevocably releases, remises, and discharges and is forever barred from bringing or asserting any claims, counterclaims, causes of action, defenses or setoff rights relating to the Prepetition ABL Documents, the Prepetition Liens, the Prepetition Debt or otherwise, against the Prepetition ABL Administrative Agent, any Prepetition ABL Lenders, any other Prepetition Secured Party and each of their respective successors and assigns, and their respective present and former shareholders, members, managers, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, advisors, principals, employees, consultants, agents, legal representatives and other representatives.

E. Prepetition ABL Administrative Agent and Prepetition Secured Parties have consented to the terms of this Order and are entitled to adequate protection as set forth herein pursuant to Bankruptcy Code §§ 361, 362, 363 and 364 for any decrease in the value of their interests in the Prepetition Collateral from and after the Petition Date.

F. Applicable Debtors need to use Cash Collateral and incur Postpetition Debt as provided herein, in order to prevent immediate and irreparable harm to the Applicable Debtors' estates and minimize disruption to and avoid the termination of their business operations. Entry of this Order will also enhance the possibility of maximizing the value of the Applicable Debtors' businesses in connection with an orderly sale or other disposition of the Aggregate Collateral.

G. Debtors are unable to obtain unsecured credit allowable under Bankruptcy Code § 503(b)(1) sufficient to finance the operations of their businesses. Except as provided below, Debtors are unable to obtain credit allowable under Bankruptcy Code §§ 364(c)(1), (c)(2) or (c)(3) on terms more favorable than those offered by DIP Agent and DIP Lenders. An immediate need exists for the Debtors to obtain Postpetition Debt in order to continue operations and to administer and preserve the value of their estates. The Debtors, as of the Petition Date, do not have sufficient cash resources to finance their ongoing operations and require the availability of working capital from Postpetition Debt, the absence of which would immediately and irreparably harm the Debtors, their estates and creditors.

H. The terms of the Postpetition Debt have been negotiated at arm's length, and the Postpetition Debt is being extended in good faith, as that term is used in Bankruptcy Code § 364(e).

I. The terms and conditions of the DIP Documents are fair and reasonable, the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration.

J. Under the circumstances of these Cases, the Interim Order and this Order are a fair and reasonable response to Applicable Debtors' request for Agents' and Lenders' consent to the use of Cash Collateral and provision of Postpetition Debt, and the entry of the Interim Order was, and this Order is, in the best interest of Applicable Debtors' estates and their creditors.

K. The Final Hearing was held pursuant to Rule 4001(b)(2). Under the exigent circumstances described in the Declarations, proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Rules, and the Local Rules, and no other or further notice of the Motion or the entry of this Order shall be required.

WHEREFORE, IT IS HEREBY ORDERED THAT THE MOTION IS GRANTED, AND THAT:

1. Authorization to Use Cash Collateral. The Applicable Debtors were authorized, pursuant to the Interim Order, and are hereby authorized to use Cash Collateral solely in accordance with the terms and provisions of the Interim Order and this Order, to the extent required to pay when due those expenses enumerated in the Budget, including funding the Carveout Account, and to pay Allowable 506(b) Amounts and the Postpetition Charges.

2. Procedure for Use of Cash Collateral.

(a) Delivery of Cash Collateral to DIP Agent. Applicable Debtors shall deposit all Cash Collateral now or hereafter in their possession or control into the Blocked Account (or otherwise deliver such Cash Collateral to DIP Agent in a manner satisfactory to DIP Agent) promptly upon receipt thereof for application in accordance with Paragraph 2(c) of this Order.

(b) Cash Collateral in Agents' or Lenders' Possession. Agents are authorized to collect upon, convert to cash and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into its or any Agent's or any Lender's possession or control which constitute Aggregate Collateral or proceeds thereof.

(c) Application of Cash Collateral. Except as Agents may otherwise elect in their discretion, Agents are authorized to apply all Cash Collateral now or hereafter in any Agent's or any Lender's possession or control as follows: (1) first, to payment of Prepetition Debt consisting of Allowable 506(b) Amounts, until Paid in Full; (2) second, to the payment of all other Prepetition Debt in accordance with the Prepetition ABL Documents, until Paid in Full; (3) third, to the payment of Postpetition Debt consisting of Postpetition Charges, until Paid in Full; and (4) fourth, to payment of other Postpetition Debt in accordance with the DIP Credit Agreement, until Paid in Full. All such applications to Postpetition Debt shall be final and not subject to challenge by any Person, including any Trustee. All such applications to Prepetition Debt shall be final, subject only to the right of parties in interest to seek a determination in accordance with Paragraph 9 below that such applications to Prepetition Debt (including, for the avoidance of doubt, Allowable 506(b) Amounts) resulted in the payment of a claim that was not an allowed secured claim of Prepetition ABL Administrative Agent and Prepetition Secured Parties. Any amounts that are determined by the Court as a result of any such objection or determination to have been improperly applied to Allowable 506(b) Amounts shall be first applied to other Prepetition Debt, and any amounts that have been improperly applied to the Prepetition Debt (other than Allowable 506(b) Amounts) will be first applied to pay Postpetition Debt consisting of Postpetition Charges and then to all other Postpetition Debt, dollar-for-dollar, until Paid in Full.

(d) Prohibition Against Use of Cash Collateral. Unless otherwise consented to by Agents in writing, in Agents' discretion, Applicable Debtors may not use, seek to

use, or be permitted to use any Cash Collateral for any purpose until the Aggregate Debt is Paid in Full; provided, however, that Debtors may use Cash Collateral solely as provided for in this Order.

3. Authorization To Incur Postpetition Debt.

(a) DIP Documents. Applicable Debtors were authorized pursuant to the Interim Order and are hereby authorized and have agreed to: (1) execute the DIP Documents, including all documents that DIP Agent and DIP Lenders find reasonably necessary or desirable to implement the transactions contemplated by the DIP Documents; and (2) perform their obligations under and comply with all of the terms and provisions of the DIP Documents, the Interim Order, and this Order. Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of Applicable Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms of the Motion, the DIP Documents, and this Order, this Order shall govern and control; provided, however, nothing in this Order shall modify or otherwise affect the validity of any Postpetition Debt incurred in accordance with the Interim Order, or any priority or lien so granted under the Interim Order.

(b) Permitted Uses of Postpetition Debt. From and after the entry of this Order, Applicable Debtors are authorized and have agreed to incur Postpetition Debt solely: (1) in accordance with the terms and provisions of this Order, (2) to the extent required to pay those expenses enumerated in the Budget, including funding the Carveout Account, as and when such expenses become due and payable, subject to the Permitted Variance and the terms of the DIP Documents, and (3) to pay Allowable 506(b) Amounts and the Postpetition Charges. If DIP Lenders advance monies to Applicable Debtors and Applicable Debtors use such monies other than in accordance with the terms or provisions of the Interim Order and this Order, such advances shall be considered Postpetition Debt for purposes of the Interim Order and this Order. Except as otherwise permitted by Section 6.7(d) of the DIP Credit Agreement, no Applicable Debtor shall, nor shall it permit any of its Subsidiaries (as defined in the DIP Credit Agreement), through any manner or means or through any other person to, directly or indirectly, use proceeds of the Postpetition Debt: (i) to declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Equity Interests (as defined in the DIP Credit Agreement) issued by Parent or any of its Subsidiaries (including any payment in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) or to the direct or

indirect holders of Equity Interests issued by Parent or any of its Subsidiaries in its capacity as such (other than dividends or distributions payable in Qualified Equity Interests (as defined in the DIP Credit Agreement) issued by Parent or any of its Subsidiaries), (ii) to purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) any Equity Interests issued by Parent or any of its Subsidiaries, (iii) to make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of Parent or any of its Subsidiaries now or hereafter outstanding, (iv) in furtherance of an offer, to pay, to promise to pay, or to authorize the payment or giving of money, or anything else of value, to or for the benefit of any Affiliate of Administrative Borrower that is not a Loan Party (as each such term is defined in the DIP Credit Agreement), or (v) in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Prepetition ABL Administrative Agent, Prepetition ABL Lenders, DIP Agent or DIP Lenders, except for up to \$75,000 permitted for investigation costs of any official statutory committee appointed pursuant to Section 1102 of the Bankruptcy Code.

(c) Additional Terms of Postpetition Debt.

(i) Maximum Amount. The maximum principal amount of Postpetition Debt outstanding shall not at any time exceed \$199,969,560.45 (the "Maximum Amount").

(ii) Interest. The Postpetition Debt shall bear interest at a per annum rate equal to the Base Rate (as defined in the DIP Credit Agreement) plus 4.0% (exclusive of any default rate interest that may be imposed under the DIP Credit Agreement).

(iii) Closing Fee. Applicable Debtors shall pay to DIP Agent, for the benefit of DIP Lenders, a closing fee (the "Closing Fee") in an amount equal to \$600,000, which Closing Fee shall be fully earned, due and payable in kind immediately upon the closing of the DIP Credit Agreement.

(iv) Servicing Fee. A monthly servicing fee in an amount equal to \$12,000.

(v) Contingent Obligations. Upon the entry of the Interim Order, all of the Prepetition Debt consisting of contingent Prepetition Debt (including, without limitation, in respect of "Letters of

Credit", "Hedge Obligations" and "Bank Product Obligations", as such terms are defined in the Prepetition ABL Agreement) will be deemed to be assumed by the Debtors and reissued or otherwise incurred by the Debtors under the DIP Documents as Postpetition Debt.

(vi) Maturity. The earliest of (i) the date that is 180 days after the Petition Date, (ii) 28 days following the consummation of a sale of all or substantially all of the Debtors' assets and (iii) the effective date of a plan of reorganization.

(vii) Guarantors. Each Guaranty and all related security documents shall remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order or otherwise providing for the use of Cash Collateral consented to by Agents and Lenders pursuant to Bankruptcy Code § 363 or additional financing by DIP Agent and DIP Lenders pursuant to Bankruptcy Code § 364. Each Guarantor is and shall remain liable for the guaranteed obligations under each such Guaranty, including, without limitation, all Postpetition Debt, and any refinancing thereof.

(viii) Prepetition ABL Documents. Each Prepetition Third Party Document, and other Prepetition ABL Document will remain in full force and effect notwithstanding the entry of the Interim Order, this Order and any subsequent orders amending this Order or otherwise providing for the use of any Cash Collateral consented to by Agents and Lenders pursuant to Bankruptcy Code § 363 or additional financing by Agents and Lenders pursuant to Bankruptcy Code § 364. Each "Borrower" and "Guarantor" (as each such term is defined in the Prepetition ABL Agreement) is and will remain liable for all guaranteed obligations and indebtedness under the Prepetition ABL Documents.

(ix) Joint and Several Liability of Applicable Debtors. The obligations of each Debtor under the Interim Order were and under this Order are joint and several.

(x) Control Agreements. All "Control Agreements" (as defined in the Prepetition ABL Agreement) in effect as of the Petition Date shall remain in full force and effect notwithstanding the entry of the Interim Order, this Order and any subsequent orders amending this Order.

(d) Superpriority Administrative Expense Status; Postpetition Liens. The Postpetition Debt was granted pursuant to the Interim Order and is hereby granted superpriority administrative expense status under Bankruptcy Code § 364(c)(1), with priority over all costs and expenses of administration of the Cases that are incurred under any provision of the Bankruptcy Code. In addition, DIP Agent was granted pursuant to the Interim Order and is hereby granted the Postpetition Liens, for the benefit of itself, the DIP Lenders and the other Postpetition

Secured Parties to secure the Postpetition Debt; provided, however, no Postpetition Liens are granted pursuant to this Order with respect to Postpetition Collateral unencumbered as of the Petition Date, except to secure (i) New Value and (ii) Postpetition Charges related to such New Value, incurred or otherwise provided after the date hereof; provided further, however, upon closing of the transactions contemplated by the Agreed Sale Order, the Postpetition Liens pursuant to this Order will be deemed to have been granted with respect to all Postpetition Collateral unencumbered as of the Petition Date.

(e) The Postpetition Liens: (1) are in addition to the Prepetition Liens; (2) are (x) with respect to all Prepetition Collateral, Priority Liens (subject only to Permitted Priority Liens, the Prepetition Liens and Replacement Liens) pursuant to Bankruptcy Code § 364(c)(3) and (y) with respect to all Postpetition Collateral (excluding the Prepetition Collateral), Priority Liens (subject only to Permitted Priority Liens subject to § 364(c)(2), in each case of the foregoing clauses (x) and (y), without any further action by Applicable Debtors or DIP Agent and without the execution, delivery, filing or recordation of any financing statements, security agreements, control agreements, title notations, mortgages, deeds of trust or other documents or instruments; (3) shall not be subject to any security interest or lien which is avoided and preserved under Bankruptcy Code § 551; (4) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of any Case; (5) shall not be subject to Bankruptcy Code § 510(c); and (6) upon approval of the Final Order, shall not be subject to any landlord's lien, banker's lien, bailee's rights, carrier's lien, right of distraint or levy, security interest, right of setoff, or any other lien, right or interest that any bailee, warehouseman, bank, processor, shipper, carrier, or landlord may have in any or all of the Aggregate Collateral. Without limiting the foregoing, Debtors shall execute and deliver to DIP Agent such financing statements, security agreements, control agreements, title notations, mortgages, deeds of trust, instruments and other documents and instruments as DIP Agent may request from time to time, and any such documents filed by DIP Agent shall be deemed filed as of the Petition Date. Further, Prepetition ABL Administrative Agent shall serve as agent for DIP Agent for purposes of perfecting DIP Agent's security interest in any Postpetition Collateral that may require perfection by possession, control or title notation, including, without limitation, under the Control Agreements. In addition, all Prepetition Third Party Documents were deemed pursuant to the Interim Order and are hereby deemed to be for the benefit of DIP Agent and Postpetition Secured Parties without further order of Court or action by

any Person. Without limiting the foregoing, DIP Agent, for itself and the Postpetition Secured Parties, has, pursuant to the Interim Order and will be deemed to have, a perfected Postpetition Lien on all existing deposit accounts of each Debtor and any new deposit account that any Applicable Debtor may establish on or after the date hereof without any further action by Debtors or DIP Agent. A copy of this Order (or a notice of this Order in recordable form) may be used by DIP Agent as a financing statement, mortgage, deed of trust or similar instrument for purposes of any public filing made by DIP Agent for the perfection of the Postpetition Liens and the filing of this Order (or a notice of this Order in recordable form) shall have the same effect as if such instrument had been filed or recorded at the time and on the Petition Date. All state, federal, and county recording officers are authorized and directed to accept a copy of this Order (or a notice of this Order in recordable form) for filing for such purposes.

(f) Prohibition Against Additional Debt. Debtors will not incur or seek to incur debt secured by a lien which is equal to or superior to the Prepetition Liens or the Postpetition Liens, or which is given superpriority administrative expense status under Bankruptcy Code § 364(c)(1), unless, in addition to the satisfaction of all requirements of Bankruptcy Code § 364, Agents have consented to such order.

4. Adequate Protection of Interests of Prepetition ABL Administrative Agent and Prepetition Secured Parties in the Prepetition Collateral and the Prepetition Liens. Prepetition ABL Administrative Agent and Prepetition Secured Parties have consented to the terms of the Interim Order and this Order and are entitled to adequate protection as set forth in the Interim Order and this Order and to the extent required under Bankruptcy Code §§ 361, 362, 363 or 364 for any decrease in the value of such interests in the Prepetition Collateral from and after the Petition Date on account of the stay, use, sale, lease, license, grant or other disposition of any Prepetition Collateral.

(a) Payments to Prepetition ABL Lenders. Subject to reversal and reapplication to the principal balance of the Prepetition Debt and, if no Prepetition Debt remains outstanding, to Postpetition Charges and Postpetition Debt, in accordance with Paragraph 2(c) of this Order, Debtors will timely make (x) monthly payments of interest and letter of credit commissions to the Prepetition ABL Lenders at the default rate as provided for in, and in accordance with, Section 2.6(c) of the Prepetition ABL Agreement commencing on the first

scheduled payment date occurring after the Petition Date, whether or not included in the Budget and (y) payments in cash on a current basis of all fees, costs and expenses of Prepetition ABL Administrative Agent's and Prepetition ABL Lenders' legal counsel (including local and special counsel) and advisors; provided, however, that none of such fees, costs and expenses (“Prepetition ABL Professional Fees”) provided as adequate protection payments under this paragraph (a) shall be subject to approval by the Court or the U.S. Trustee, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court. Prior to any conversion of the Chapter 11 Cases to chapter 7, any Prepetition ABL Professional Fees shall be paid by the Debtors within fourteen (14) days after delivery of a summary invoice (redacted for privilege) to the Debtors and without the need for application to or order of this Court. A copy of such summary invoice shall be provided by the Prepetition ABL Administrative Agent to the U.S. Trustee and counsel to the Committee, if one is appointed, contemporaneously with the Debtors’ receipt of such summary invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee, or the Committee object to the reasonableness of a summary invoice submitted by the Prepetition ABL Administrative Agent and (y) the parties cannot resolve such objection, in each case within the fourteen (14)-day period following receipt of such summary invoice, the Debtors, the U.S. Trustee or the Committee, as the case may be, shall file with this Court and serve on the Prepetition ABL Administrative Agent a fee objection (a “Prepetition ABL Fee Objection”), which objection shall be limited to the issue of the reasonableness of such Prepetition ABL Professional Fees. The Debtors shall promptly pay any submitted invoice after the expiration of the fourteen (14)-day period if no Prepetition ABL Fee Objection is filed with this Court and served on the Prepetition ABL in such fourteen (14)-day period. If a Prepetition ABL Fee Objection is timely filed and served, the Debtors shall promptly pay the undisputed amount of the summary invoices, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the Prepetition ABL Fee Objection.

(b) Priority of Prepetition Liens/Allowance of Prepetition ABL Lenders' Claim. Subject to the terms of Paragraph 9 of this Order: (1) the Prepetition Liens constitute Priority Liens, subject only to the Permitted Priority Liens; (2) the Prepetition Debt constitutes the legal, valid, and binding obligation of each Applicable Debtor, enforceable in accordance with the terms of the Prepetition ABL Documents; (3) no offsets, defenses, or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to

avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (4) Prepetition ABL Administrative Agent's and Prepetition Secured Parties' claim with respect to the Prepetition Debt is for all purposes an allowed claim.

(c) Replacement Liens. Prepetition ABL Administrative Agent was granted pursuant to the Interim Order Replacement Liens, for the benefit of itself and the Prepetition Secured Parties, as security for the complete payment and performance of the Prepetition Debt. Prepetition ABL Administrative Agent is hereby granted Replacement Liens provided that the Replacement Liens granted pursuant to this Order will not include liens on Postpetition Collateral unencumbered as of the Petition Date, except to the extent of adequate protection required pursuant to § 361. The Replacement Liens granted pursuant to this Order: (1) are subject to the Carveout, (2) are in addition to the Prepetition Liens; (3) are properly perfected, valid, and enforceable liens without any other or further action by Applicable Debtors or Prepetition ABL Administrative Agent, and without the execution, filing, or recordation of any financing statement, security agreement, control agreement, mortgage, deed of trust, title notation, or other document or instrument; and (4) will remain in full force and effect notwithstanding any subsequent conversion or dismissal of any Case. Without limiting the foregoing, Applicable Debtors were authorized and required pursuant the Interim Order and are authorized to, and must, execute and deliver to Prepetition ABL Administrative Agent any such financing statements, security agreements, control agreements, mortgages, deeds of trust, title notations and other documents and instruments as Prepetition ABL Administrative Agent may request from time to time in its discretion in respect of the Replacement Liens, and any such documents filed by Prepetition ABL Administrative Agent shall be deemed filed as of the Petition Date. A copy of this Order (or a notice of this Order in recordable form) may be used by Prepetition ABL Administrative Agent as a financing statement, mortgage, deed of trust or similar instrument for purposes of any public filing made by Prepetition ABL Administrative Agent for the perfection of the Prepetition Liens and the filing of this Order (or a notice of this Order in recordable form) shall have the same effect as if such instrument had been filed or recorded at the time and on the Petition Date. All state, federal, and county recording officers are authorized to accept a copy of this Order (or a notice of this Order in recordable form) for filing for such purposes.

(d) Allowed Bankruptcy Code § 507(b) Claim. If and to the extent the adequate protection of the interests of Prepetition ABL Administrative Agent and the other

Prepetition Secured Parties in the Prepetition Collateral granted pursuant to the Interim Order and this Order proves insufficient, Prepetition ABL Administrative Agent and the other Prepetition Secured Parties will have an allowed claim under Bankruptcy Code § 507(b), subject to the Carveout, in the amount of any such insufficiency, with priority over (1) any and all costs and expenses of administration of the Cases (other than the claims of DIP Agent, DIP Lenders, and the other Postpetition Secured Parties under Bankruptcy Code § 364) that are incurred under any provision of the Bankruptcy Code and (2) the claims of any other party in interest under Bankruptcy Code § 507(b).

5. Reporting and Rights of Access and Information. The Applicable Debtors shall timely comply with all reporting requirements set forth in the Prepetition ABL Agreement and the DIP Credit Agreement, as applicable. The Applicable Debtors shall comply with the rights of access and information afforded to the DIP Agent and DIP Lenders under the DIP Documents and the Prepetition ABL Administrative Agent and the Prepetition ABL Lenders under the Prepetition ABL Documents. Copies of all financial reports and information delivered pursuant to the Prepetition ABL Agreement and the DIP Credit Agreement shall simultaneously be provided to the financial advisors to the Committee.

6. Termination Date; Rights and Remedies.

(a) Effect of Termination Date. Upon the Termination Date without further notice or order of Court: (1) Applicable Debtors' authorization to use Cash Collateral and incur Postpetition Debt under the Interim Order and hereunder will automatically terminate; and (2) at DIP Agent's election: (i) the Postpetition Debt shall be immediately due and payable, (ii) Applicable Debtors shall be prohibited from using Cash Collateral for any purpose other than application to the Aggregate Debt in accordance with Paragraph 2(c) of this Order and (iii) each Agent shall be entitled to setoff any cash in any Agent's or any Lender's possession or control and apply such cash to the Aggregate Debt in accordance with Paragraph 2(c) of this Order.

(b) Rights and Remedies. At the conclusion of the Remedies Notice Period, at DIP Agent's election without further order of the Court: (1) Agents shall have automatic and immediate relief from the automatic stay with respect to the Aggregate Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise all rights and remedies available to them under the Prepetition ABL Documents, the DIP

Documents and applicable non-bankruptcy law (including, with respect to any Aggregate Collateral consisting of Real Property, the right to appoint a receiver, the right to foreclose judicially or non-judicially, and other rights and remedies which, under applicable non-bankruptcy law, could be granted to a mortgagee or to a trustee or to a beneficiary pursuant to the terms of a Mortgage (as defined in the Prepetition ABL Agreement and DIP Credit Agreement)); and (2) Applicable Debtors shall promptly surrender the Aggregate Collateral upon written demand by any Agent and otherwise cooperate and not interfere with Agents and Lenders in the exercise of their rights and remedies under the Prepetition ABL Documents, the DIP Documents and applicable non-bankruptcy law, including, without limitation, by filing a motion to retain one or more agents to sell, lease or otherwise dispose of the Aggregate Collateral upon the request and subject to terms and conditions acceptable to Agents. Notwithstanding the foregoing, during the Remedies Notice Period, Applicable Debtors, any Committee, and the U.S. Trustee shall be entitled to seek an emergency hearing seeking an order of this Court determining that an Event of Default alleged to have given rise to the Termination Date did not occur; provided, however, that during the Remedies Notice Period (x) the Applicable Debtors shall be entitled to use Cash Collateral in accordance with the terms of this Order solely to make payroll and other critical expenses (as agreed to by Applicable Debtors and Agent) in accordance with the terms of the Budget and (y) DIP Lenders shall have no obligation to advance Postpetition Debt to Applicable Debtors and may exercise sole dominion over deposit accounts (or otherwise exercise rights under any deposit account control agreements) and except as otherwise set forth in subclause (x), apply all Cash Collateral to the Aggregate Debt in accordance with Paragraph 2(c) of this Order.

(c) Access to Collateral. Upon the entry of this Order, notwithstanding anything to the contrary herein or in any Prepetition Third Party Document or DIP Document, upon written notice to the landlord of any of the Applicable Debtors' leased premises that an Event of Default has occurred and is continuing, Agents may elect to (but will not be obligated to) enter upon any such leased premises for the purpose of exercising any right or remedy with respect to the Aggregate Collateral located thereon and will be entitled to such Applicable Debtor's rights and privileges under such lease without any interference from such landlord; provided, however, that such Agent shall pay to such landlord rent first accruing after the date on which such Agent commences occupancy of the leased premises, calculated on a per diem basis at the non-default rate of rent, solely for the period during which Agent actually occupies such leased premises.

7. Carveout.

(a) Carveout Terms. For purposes of this Order, “Carveout” shall mean: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee 28 U.S.C. § 1930(a) plus interest at the statutory rate (without regard to the Carveout Trigger Notice) (collectively, the “Statutory Fees”); plus the sum of (ii) all reasonable fees and expenses up to \$25,000 incurred by a trustee under Bankruptcy Code § 726(b) (without regard to the Carveout Trigger Notice) (the “Chapter 7 Trustee Carveout”); (iii) to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise, subject to the Budget (as set forth below), all unpaid fees, costs, disbursements and expenses (the “Allowed Professional Fees”) incurred or earned by the Carveout Professionals at any time before or on the Carveout Trigger Date, whether allowed by the Court prior to, on, or after delivery of a Carveout Trigger Notice (the “Pre-Trigger Carveout Cap”); and (iv) Allowed Professional Fees of the Carveout Professionals incurred after the Carveout Trigger Date in an aggregate amount not to exceed the Post-Carveout Trigger Notice Amount, to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carveout Trigger Notice Cap” and such amounts set forth in clauses (i) through (iv), the “Carveout Cap”); *provided that*, (A) nothing herein shall be construed to impair any party’s ability to object to Court approval of the fees, expenses, reimbursement of expenses or compensation of any Carveout Professional, (B) the Carveout with respect to each Carveout Professional shall not exceed the aggregate amount provided in the applicable line item in the Budget for such Carveout Professional for the period commencing on the Petition Date and ending on the Carveout Trigger Date, (C) the Carveout with respect to each Carveout Professional shall be reduced dollar-for-dollar by any payments of fees and expenses to the Carveout Professional, (D) the Carveout with respect to each Carveout Professional shall be paid out of any prepetition retainer or property of the estate (other than property subject to an unavoidable security interest or lien in favor of any Agent or any other Secured Party) before such payments are made from proceeds of the Postpetition Debt or the Aggregate Collateral and (E) no Carveout Professional shall be entitled to any portion of the Carveout allocated for any other Carveout Professional in the Budget (provided, however, (x) any Carveout Professional that is counsel for the Applicable Debtors may use any portion of the Carveout allocated for any other Carveout Professional that is counsel for the Applicable Debtors and (y) any Carveout Professional that is counsel for the Committee may use any portion of the

Carveout allocated for any other Carveout Professional that is counsel for the Committee). The Carveout allocated for Carveout Professionals of the Committee shall be \$2.25 million. Neither the Agent nor the Lenders shall be responsible for the payment or reimbursement of any fees or disbursements of any Carveout Professional incurred in connection with the Cases, other than payment or reimbursement of any fees or disbursements from proceeds of Aggregate Collateral to the extent of the Carveout as set forth in this Paragraph 7. Nothing in the Interim Order, this Order or otherwise shall be construed to obligate any Agent or any Lender, in any way, to pay compensation to, or to reimburse expenses of, any Carveout Professional or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(b) Carveout Usage. No portion of the Carveout and no Postpetition Debt or Aggregate Collateral may be used to pay any fees or expenses incurred by any Person, including any Debtor, any Committee, or any Carveout Professional, in connection with claims or causes of action adverse (or which claim an interest adverse) to any Agent, any Lender, any other Secured Party, or any of their respective rights or interests in the Aggregate Collateral, the DIP Documents, or the Prepetition ABL Documents, including, without limitation, (1) preventing, hindering, or delaying any Agent's or any other Secured Party's enforcement or realization upon any of the Aggregate Collateral or the exercise of their rights and remedies under the Interim Order, this Order, any DIP Document, any Prepetition ABL Document, or applicable law, in each case, once an Event of Default has occurred, (2) using or seeking to use any Cash Collateral or incurring indebtedness in violation of the terms hereof, or (3) objecting to, or contesting in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any Aggregate Debt, any Prepetition ABL Document, any DIP Document, or any mortgages, deeds of trust, liens, or security interests with respect thereto or any other rights or interests of any Agent or any other Secured Party, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any Agent or any other Secured Party; provided, however, that nothing in this paragraph limits the payment of any fees or expenses of the Committee related to the Committee's objection to the Motion or to the [Debtors' Sale Motion]; provided, further, however, that the foregoing shall not apply to costs and expenses, in an aggregate amount not to exceed \$75,000, incurred by all of the Committee's Carveout Professionals in connection with the investigation of a potential Challenge in accordance with Paragraph 9 of this Order; provided, further, however, that the Carveout may be used to pay fees

and expenses incurred by the Carveout Professionals in connection with (x) the negotiation, preparation, and entry of the Interim Order, this Order or any amendment hereto consented to by DIP Agent and (y) enforcement of rights granted hereunder in favor of the Committee with respect to financial reporting and rights to information. The Carveout Professionals waive any right to seek rights, benefits, or causes of action under Bankruptcy Code § 506(c), the enhancement of collateral provisions of Bankruptcy Code § 552, and under any other legal or equitable doctrine (including, without limitation, unjust enrichment or the "equities of the case" exception under Bankruptcy Code § 552(b)) as they may relate to, or be asserted against, any Agent, any Lender, or any of the Aggregate Collateral in respect of Allowed Professional Fees; provided, further, however, that nothing in this paragraph limits the rights of Carveout Professionals for the Committee to seek payment of their fees and expenses in accordance with paragraph 7(b).

(c) Carveout Procedure. On the last business day of each week prior to the Carveout Trigger Date, the Debtors shall fund the Carveout Account using proceeds of Postpetition Debt (subject to the terms and conditions of the DIP Credit Agreement) in an amount equal to the professional fees for Carveout Professionals as set forth in the Budget for the week then ended (with the Carveout amount for each Carveout Professional determined in accordance with the provisos set forth subclauses (B) through (E) in Paragraph 7(a) above). Except as set forth in the preceding sentence, DIP Lenders shall have no obligation to fund the Carveout Account or any fees or expenses of Carveout Professionals accrued on, prior to, or after the Carveout Trigger Date and the Carveout Account shall be funded solely with the proceeds of Postpetition Debt as described in this Paragraph 7(a). All funds in the Carveout Account shall be used to pay the Carveout (whether such fees are allowed on an interim or final basis) for Allowed Professional Fees for the Carveout Professionals in an amount not to exceed the Carveout Cap, and, subject to the Carveout Cap, all Carveout Professionals shall have all professional fees paid from the Carveout Account prior to seeking payment from any other Aggregate Collateral. If, after payment in full of the Carveout (up to the Carveout Cap) for Allowed Professional Fees of Carveout Professionals, all remaining funds in the Carveout Account shall be returned to the Agents on behalf of the Lenders. The Applicable Debtors shall periodically, upon the request of the DIP Agent, provide to the DIP Agent a written report (the "Carveout Report"), in which the Applicable Debtors disclose their then current estimate of (1) the aggregate amount of unpaid professional fees, costs and expenses accrued or incurred by the Carveout Professionals, through the date of the

Carveout Report, and (2) projected fees, costs and expenses of the Carveout Professionals for the 30 day period following the date of such Carveout Report. Nothing herein shall be construed as consent by Agents and Lenders to the allowance of any fees or expenses of the Carveout Professionals or shall affect the right of Agents or any Lender to object to the allowance and payment of such fees, costs or expenses, or the right of Agents or any Lender to the return of any portion of the Carveout that is funded with respect to fees and expenses for a Carveout Professional that are approved on an interim basis that are later denied on a final basis.

8. No Surcharge. Applicable Debtors represent that the Budget contains all expenses that are reasonable and necessary for the operation of Applicable Debtors' businesses and the preservation of the Aggregate Collateral through the period for which the Budget runs, and therefore includes any and all items potentially chargeable to Agents and Lenders under Bankruptcy Code § 506(c). Therefore, in the exercise of their business judgment, Applicable Debtors (or any Trustee) agree that there will be no surcharge of the Aggregate Collateral for any purpose unless agreed to in writing by Agents and Lenders, and effective upon closing of the transactions contemplated by the Agreed Sale Order, each Applicable Debtor (or any Trustee), on behalf of its estate, will be deemed to have waived any and all rights, benefits, or causes of action under Bankruptcy Code § 506(c), the enhancement of collateral provisions of Bankruptcy Code § 552, and under any other legal or equitable doctrine (including, without limitation, unjust enrichment or the "equities of the case" exception under Bankruptcy Code § 552(b)) as they may relate to, or be asserted against, any Agent, any Lender, or any of the Aggregate Collateral. In reliance on the foregoing, Agents and Lenders have agreed to the entry of this Order.

9. Reservation of Rights; Bar of Challenges and Claims.

(a) Notwithstanding any other provisions of the Interim Order and this Order, any interested party with requisite standing (other than the Debtors or their professionals) in these Cases (including, without limitation, any Committee) shall have until the date that is seventy-five (75) days after entry of the Interim Order (such period, the "Challenge Period", to commence an adversary proceeding against the Prepetition Secured Parties (as applicable) for the purpose (collectively, a "Challenge Action") of: (i) challenging any of the stipulations contained in Paragraph D, (ii) challenging the validity, extent, priority, perfection, enforceability and non-avoidability of the Prepetition Liens against the Applicable Debtors, (iii) contesting the amount of

the Prepetition Secured Parties' asserted claims, (iv) seeking to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Applicable Debtors to or for the benefit of any of the Prepetition Secured Parties, or any of their predecessors in interest under the Prepetition ABL Documents prior to the Petition Date, (v) seeking damages or equitable relief against any of the Prepetition Secured Parties (as applicable) arising from or related to prepetition business and lending relationships of the Prepetition Secured Parties or any of their predecessors in interest under the Prepetition ABL Documents with the Applicable Debtors, including, without limitation, equitable subordination, recharacterization, lender liability and deepening insolvency claims and causes of action or (vi) challenging the application to Prepetition Debt described in Paragraph 2(c); provided, however, that if any Chapter 7 trustee subsequently appointed in these Cases is appointed prior to the expiration of the Challenge Period, such trustee shall have until the later of (x) the expiration of the Challenge Period or (y) 20 days after such trustee is appointed, in order to commence a Challenge Action. If the Committee files a motion seeking standing to commence a Challenge Action prior to the expiry of the Challenge Period, the Challenge Period shall be extended (solely as to the Committee and solely as to the Challenge Actions specifically identified in the complaint attached to such standing motion) until the earlier of (i) the date such standing motion is withdrawn, or (ii) entry of a final non-appealable order of the Court denying such standing motion. Further, the Challenge Period will expire upon the earlier of (x) closing of the transactions contemplated by the Agreed Sale Order or (y) 30 days after the earlier of (A) the motion to enter the Agreed Sale Order is denied or (B) termination of the applicable, existing stalking horse purchase agreements that otherwise could have included the Supplemental Assumed Claims.

(b) All parties in interest, including without limitation the Committee (if any), that fail to act in accordance with the time periods set forth in the preceding paragraph shall be, and hereby are, barred forever from commencing a Challenge Action and shall be bound by the waivers, stipulations, and terms set forth in this Interim Order (including Paragraphs D, 9(e) and 11 of this Interim Order). Any Challenge Action filed shall prohibit application of this paragraph only to the extent of the specific matters set forth in such Challenge Action on the date of filing unless otherwise ordered. For the avoidance of doubt, if any Challenge Action is timely filed and a final, non-appealable order is entered in favor of the plaintiff sustaining any such

Challenge Action, the stipulations described in Paragraph D of this Interim Order shall nonetheless remain binding and preclusive on any Committee and any other person or entity, except to the extent that such stipulations and admissions were raised (subject to Bankruptcy Rule 7015) in an adversary proceeding or contested matter prior to the expiration of the Challenge Period and sustained by the final, non-appealable order. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any Committee (if appointed) or any non-statutory committees appointed or formed in these Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, and all rights to object to such standing are expressly reserved.

(c) The respective legal and equitable claims, counterclaims, defenses and/or rights of offset and setoff of the Prepetition Secured Parties in response to any such Challenge Action are reserved, and the ability of a party to commence a Challenge Action shall in no event revive, renew or reinstate any applicable statute of limitations which may have expired prior to the date of commencement of such Challenge Action. Despite the commencement of a Challenge Action, the prepetition claims and Liens of the Prepetition Secured Parties shall be deemed valid, binding, properly perfected, enforceable, non-avoidable, not subject to disallowance under Bankruptcy Code § 502(d) and not subject to subordination under Bankruptcy Code § 510 until such time as, and only to the extent that, a final and non-appealable judgment and order is entered sustaining such Challenge Action in favor of the plaintiffs therein. Notwithstanding anything to the contrary contained in this Interim Order, the Court expressly reserves the right to order other appropriate relief against the Prepetition Secured Parties in the event there is a timely and successful Challenge Action by any party in interest to the validity, enforceability, extent, perfection or priority of the Prepetition Liens or the amount, validity, or enforceability of the Prepetition Debt. For the avoidance of doubt, notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the Replacement Liens and Bankruptcy Code § 507(b) claims described in Paragraph 4(d) shall be valid, enforceable, properly perfected, and unavoidable until such time as, and only to the extent that, a final and non-appealable judgment and order is entered sustaining a Challenge Action in favor of the plaintiffs therein.

(d) If a Challenge Action has not been filed during the Challenge Period or a timely-asserted Challenge Action is not successful, then without further order of the Court, the claims, liens and security interests of the Prepetition ABL Administrative Agent, the

Prepetition ABL Lenders and the other Prepetition Secured Parties shall and shall be deemed to be allowed for all purposes in these Cases and shall not be subject to challenge by any party in interest, including, without limitation, as to extent, validity, amount, perfection, enforceability, priority or otherwise.

(e) In consideration of and as a condition to, among other things, the Postpetition Secured Parties making the advances under the DIP Documents and providing credit and other financial accommodations to the Applicable Debtors, and the Prepetition Secured Parties consenting to, among other things, the use of Cash Collateral, and subordination by the Postpetition Secured Parties and Prepetition Secured Parties of their Liens to the Carveout pursuant to the terms of this Interim Order and the DIP Documents, each of the Applicable Debtors, on behalf of themselves, their estates, and their affiliated obligors under the Prepetition ABL Documents (each a “Releasor” and collectively, the “Releasors”), subject to the other terms of this Paragraph 9, absolutely releases, forever discharges and acquits each of the Prepetition Secured Parties and their respective present and former affiliates, shareholders, subsidiaries, divisions, predecessors, members, managers, directors, officers, attorneys, employees, agents, advisors, principals, consultants, and other representatives (the “Prepetition Releasees”) of and from any and all claims, demands causes of action, damages, choses in action, and all other claims, counterclaims, defenses, setoff rights, and other liabilities whatsoever (the “Prepetition Released Claims”) of every kind, name, nature, and description, whether known or unknown, both at law and equity (including, without limitation, any “lender liability” claims) that any Releasor may now or hereafter own, hold, have or claim against each and every of the Prepetition Releasees arising at any time prior to the entry of this Interim Order (including, without limitation, claims relating to the Debtors, the Prepetition ABL Documents, and other documents executed in connection therewith, and the obligations thereunder); provided, however, that such release shall not be effective with respect to the Debtors until entry of this Order, and with respect to the Debtors’ bankruptcy estates, until the expiration of the Challenge Period. In addition, upon the Payment in Full of all Postpetition Debt owed to the Postpetition Secured Parties arising under this Order and the DIP Documents, the Postpetition Releasees (defined below) shall automatically be released from any and all obligations, actions, duties, responsibilities, and causes of action arising or occurring in connection with or related to the DIP Documents.

(f) Notwithstanding any other provisions of this Order or any other order, nothing herein or any prior cash collateral/financing orders (or any financing documents) shall prime any valid and enforceable setoff and/or recoupment rights of The North River Insurance Company and Crum & Forster Specialty Insurance Company under applicable law, subject to the rights of all parties, including the Agents, to object to any asserted setoff or recoupment.

10. Sale Milestones. To effectuate the sale process for all, or substantially all, of the assets of Applicable Debtors, Applicable Debtors have agreed to, and were authorized by the Interim Order and hereby are authorized to, timely satisfy each of the Milestones set forth and defined in Section 5.20 (and corresponding Schedule 5.20) of the DIP Credit Agreement. Applicable Debtors, Agent, and requisite Lenders may agree to amend or otherwise modify such sale milestones from time to time, in writing, without the need of any further notice, hearing, or order of this Court (other than a notice of such amendment or modification to be filed with this Court).

11. Right to Credit Bid. In connection with the sale or other disposition of all or any portion of the Aggregate Collateral, whether under Bankruptcy Code § 363, Bankruptcy Code § 1129 or otherwise, pursuant to and, for the avoidance of doubt, subject to, Bankruptcy Code § 363(k), (a) DIP Agent shall have the right to use the Postpetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral, and (b) subject to Paragraph 9 of this Order, Prepetition ABL Administrative Agent shall have the right to use the Prepetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral. With respect to any such sale or other disposition of all or any portion of the Aggregate Collateral, and any auction and sale process relating thereto, subject to Bankruptcy Code § 363(k), each Agent (and its respective designees) is, and will be deemed to be, a qualified bidder for all purposes under any sale and bidding procedures, and any order approving any bidding and sale procedures, and may attend and participate at any auction and any sale hearing, in each case, without regard to any of the requirements or conditions set forth therein and without any other or further action by such Agent or designee.

12. [Reserved].

13. Application of Sale Proceeds. All proceeds from sales or other dispositions of all or any portion of the Aggregate Collateral shall be remitted to Agents for application in accordance with Paragraph 2(c) of this Order.

14. Waiver of Right to Return/Consent to Setoff. Without the prior written consent of Agents, Applicable Debtors will not agree or consent to any of the following: (a) return of any Aggregate Collateral pursuant to Bankruptcy Code § 546(h); (b) any order permitting or allowing any claims pursuant to Bankruptcy Code § 503(b)(9); or (c) any setoff pursuant to Bankruptcy Code § 553.

15. Indemnification. Applicable Debtors shall indemnify and hold harmless Agents, Lenders and each other Prepetition Secured Party and Postpetition Secured Party and such other third parties as set forth in and in accordance with the DIP Credit Agreement and the Prepetition ABL Agreement.

16. No Marshaling. Subject to entry of this Order, no Agent, Lender or any of the Aggregate Collateral shall be subject to the doctrine of marshaling.

17. Postpetition Charges. All Postpetition Charges must be promptly paid by Debtors in accordance with the Interim Order, this Order and the DIP Documents, without need for filing any application with the Court for approval or payment thereof, within fourteen (14) business days of DIP Agent's written notice to Debtors, any Committee, and the U.S. Trustee. Prior to any conversion of the Chapter 11 Cases to chapter 7, any DIP Agent professional fees and expenses shall be paid by the Debtors within fourteen (14) days after delivery of a summary invoice (redacted for privilege) to the Debtors and without the need for application to or order of this Court. A copy of such summary invoice shall be provided by the DIP Agent to the U.S. Trustee and counsel to the Committee contemporaneously with the Debtors' receipt of such summary invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee, or the Committee object to the reasonableness of a summary invoice submitted by the DIP Agent and (y) the parties cannot resolve such objection, in each case within the fourteen (14)-day period following receipt of such summary invoice, the Debtors, the U.S. Trustee or the Committee, as the case may be, shall file with this Court and serve on the DIP Agent a fee objection (a "DIP Agent Fee Objection"), which objection shall be limited to the issue of the reasonableness of such DIP Agent professional fees. The Debtors shall promptly pay any submitted invoice after the expiration of the fourteen (14)-

day period if no DIP Agent Fee Objection is filed with this Court and served on the DIP Agent in such fourteen (14)-day period. If a DIP Agent Fee Objection is timely filed and served, the Debtors shall promptly pay the undisputed amount of the summary invoices, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the DIP Agent Fee Objection.

18. Force and Effect of Prepetition ABL Documents. Except as modified herein and subject to the other provisions of the Interim Order and this Order and the Bankruptcy Code, the Prepetition ABL Documents shall remain in full force and effect with respect to the Prepetition Debt. To the extent there exists any conflict among the terms of the Motion, the Prepetition ABL Documents and this Order, this Order shall govern and control.

19. Conditions Precedent. Except as provided for in the Carveout, neither DIP Agent nor any DIP Lender shall have any obligation to make any loans pursuant to the DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

20. Modification of Stay. The automatic stay of Bankruptcy Code § 362 is hereby modified with respect to Agents and Lenders to the extent necessary to effectuate the provisions of the Interim Order and this Order, including, after the Termination Date, to permit Agents and Lenders to exercise their respective rights contemplated by Paragraph 6 above.

21. Real Property; Certain Leased Property. For the avoidance of doubt, Prepetition ABL Administrative Agent and DIP Agent have been granted a lien on the Real Property (including all proceeds, products, substitutions or replacements of such Real Property, and such proceeds, products, substitutions or replacements shall be subject to the Replacement Liens and Postpetition Liens, respectively) of the Applicable Debtors to the maximum extent permitted under applicable non-bankruptcy law. If, notwithstanding entry of this Order, a lien or security interest in any Real Property would be prohibited or would otherwise not be effective under applicable non-bankruptcy law, (x) the Prepetition Collateral and Postpetition Collateral shall not include such Real Property; provided that all proceeds, products, substitutions or replacements of such Real Property shall be included in the Prepetition Collateral and Postpetition Collateral and subject to the Replacement Liens and Postpetition Liens, respectively and (y) the

Applicable Debtors shall not permit any Person (other than Prepetition ABL Administrative Agent and DIP Agent) to obtain directly or indirectly any lien or security interest over such Real Property. Subject to applicable non-bankruptcy law, if, notwithstanding entry of this Order, a lien or security interest in certain property, including in any leasehold interests with respect to such property, leased (the "Specified Leased Property") by one or more of the Applicable Debtors from Peapack Capital Corporation (as successor to Wintrust Commercial Finance) would be prohibited or would otherwise not be effective under applicable non-bankruptcy law, (x) the Prepetition Collateral and Postpetition Collateral shall not include such Specified Leased Property; provided that all proceeds, products, substitutions or replacements of such Specified Leased Property shall be included in the Prepetition Collateral and Postpetition Collateral and subject to the Replacement Liens and Postpetition Liens, respectively and (y) the Applicable Debtors shall not permit any Person (other than Prepetition ABL Administrative Agent and DIP Agent) to obtain directly or indirectly any lien or security interest over such Specified Leased Property.

22. Tax Liens. Notwithstanding any other provisions in this Order or any final orders pertaining to post-petition financing or the use of cash collateral in these Chapter 11 Cases, any statutory liens on account of ad valorem taxes held by the Texas Taxing Authorities² (the "Tax Liens") shall neither be primed by nor made subordinate to any liens granted to any party hereby to the extent the Tax Liens are, as of the Petition Date, valid, senior, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Taxing Authorities are fully preserved.

23. No Waiver. None of the Agents, the Lenders, or the other Secured Parties will be deemed to have suspended or waived any of their rights or remedies under the Interim Order, this Order, the Prepetition ABL Documents, the DIP Documents, the Bankruptcy Code, or applicable non-bankruptcy law unless such suspension or waiver is hereafter made in writing, signed by a duly authorized officer of Agents, Lenders, or such other Secured Parties, as

² For purposes of this Order, the term "Texas Taxing Authorities" shall refer to: Bexar County, City of Eagle Pass, Eagle Pass Independent School District, Galveston County, Harris County, Maverick County, Maverick County Hospital District and Rolling Creek Utility District.

applicable, and directed to Applicable Debtors. No failure of any Agent or any other Secured Party to require strict performance by any Applicable Debtor (or by any Trustee) of any provision of the Interim Order or this Order will waive, affect, or diminish any right of Agents or any other Secured Party thereafter to demand strict compliance and performance therewith, and no delay on the part of Agents or any other Secured Party in the exercise of any right or remedy under the Interim Order, this Order, the Prepetition ABL Documents, the DIP Documents, the Bankruptcy Code, or applicable non-bankruptcy law will preclude the exercise of any right or remedy. Further, neither the Interim Order nor this Order constitutes a waiver by Prepetition ABL Administrative Agent or the other Prepetition Secured Parties of any of their rights under the Prepetition ABL Documents, the Bankruptcy Code, or applicable non-bankruptcy law, including, without limitation, their right to later assert: (a) that any of their interests in the Aggregate Collateral lack adequate protection within the meaning of Bankruptcy Code §§ 362(d) or 363(e) or any other provision thereof or (b) a claim under Bankruptcy Code § 507(b).

24. "Limits on Lender Liability." By taking any actions pursuant to the Interim Order, this Order, making any loan under the DIP Credit Agreement, authorizing the use of Cash Collateral, or exercising any rights or remedies available to it under the DIP Documents or this Order, DIP Agent and DIP Lenders shall not: (a) be deemed to be in control of the operations or liquidation of Debtors (e.g. a "controlling person" or "owner or operator"); (b) be deemed to be acting as a "responsible person", with respect to the operation, management or liquidation of Debtors; (c) otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the Internal Revenue Code, WARN Act, the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended, or any similar federal or state statute); or (d) owe any fiduciary duty to any of the Debtors. Furthermore, nothing in the Interim Order or this Order shall in any way be construed or interpreted to impose or allow the imposition upon any of DIP Agent or DIP Lenders or, subject to the entry of this Order, Prepetition ABL Administrative Agent or Prepetition ABL Lenders, of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code). The foregoing provision of this Paragraph 24 was effective upon entry of the Interim Order.

25. Release. Without limiting the terms of Paragraph 9(e), upon the date that the Postpetition Debt is Paid in Full and prior to the release of the Postpetition Liens, each Debtor, on behalf of its estate and itself, must execute and deliver to DIP Agent, DIP Lenders, the other Postpetition Secured Parties, and each of their respective successors and assigns, and each of their respective present and former affiliates, shareholders, subsidiaries, divisions, predecessors, members, managers, directors, officers, attorneys, employees, agents, advisors, principals, consultants, and other representatives (collectively, the "Postpetition Releasees"), a general release of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every kind, nature, and description, that Debtors (or any of them) had, have, or hereafter can or may have against the Postpetition Releasees (or any of them), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, in equity, or otherwise, in respect of events that occurred on or prior to the date on which the Postpetition Debt is Paid in Full.

26. Amendments. Applicable Debtors, DIP Agent and the DIP Lenders required under the DIP Credit Agreement may enter into amendments or modifications of the DIP Documents or the Budget without further notice and hearing or order of this Court; provided, that (a) such modifications or amendments do not materially and adversely affect the rights of any creditor or other party-in-interest and (b) notice of any such amendment or modification is filed with this Court and provided to any Committee and the U.S. Trustee.

27. Proof of Claim. Neither the Prepetition ABL Administrative Agent nor any of the Prepetition Secured Parties shall be required to file a proof of claim with respect to any of the Prepetition Debt and the stipulations and findings set forth in this Order and the Interim Order shall constitute an informal proof of claim in respect thereof. Notwithstanding the foregoing or any subsequent order of Court concerning proof of claim filing requirements, Prepetition ABL Administrative Agent is authorized (but not obligated) to file a single master proof of claim in Case No. 24-11258 (MFW) on behalf of itself and the Prepetition ABL Lenders on account of their claims arising under the Prepetition ABL Documents and hereunder and such master proof of claim shall be deemed filed as a claim against each of the Debtors.

28. Binding Effect. Except as provided in Paragraph 9 herein, the Interim Order and this Order shall be binding on all parties in interest in the Cases and their respective successors

and assigns, including any Trustee, except that any Trustee shall have the right to terminate this Order after notice and a hearing. If, in accordance with Bankruptcy Code § 364(e), this Order does not become a final nonappealable order, if a Trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect the validity or enforceability of any Postpetition Debt, Postpetition Liens, the Replacement Liens or the Bankruptcy Code § 507(b) Claims described in Paragraph 4(d) or any other claim, lien, security interest or priority authorized or created hereby or pursuant to the DIP Documents or adequate protection obligations described in Paragraph 4 incurred prior to the actual receipt by the DIP Agent or the Prepetition ABL Administrative Agent, as applicable, of written notice of the effective date of such termination or subsequent order. Notwithstanding any such termination or subsequent order, any use of Cash Collateral or the incurrence of Postpetition Debt, or adequate protection obligations described in Paragraph 4 owing to the Prepetition Secured Parties by the Applicable Debtors prior to the actual receipt by the DIP Agent or Prepetition ABL Administrative Agent, as applicable, of written notice of the effective date of such termination or subsequent order, shall be governed in all respects by the provisions of the Interim Order and this Order (as applicable), and the Prepetition Secured Parties shall be entitled to all of the rights, remedies, protections and benefits granted under Bankruptcy Code § 364(e), the Interim Order, this Order, and the DIP Documents with respect to all uses of Cash Collateral and the incurrence of Postpetition Debt and adequate protection obligations described in Paragraph 4 owing to the Prepetition Secured Parties.

29. Survival. The provisions of the Interim Order and this Order, and any actions taken pursuant to or in reliance upon the terms hereof, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Cases: (a) confirming any chapter 11 plan, (b) converting any Case to a case under chapter 7 of the Bankruptcy Code, (c) dismissing any Case, (d) withdrawing of the reference of any Case from this Court, or (e) providing for abstention from handling or retaining of jurisdiction of any of the Cases in this Court. The terms and provisions of the Interim Order and this Order, including, without limitation, the rights granted DIP Agent and Postpetition Secured Parties under Bankruptcy Code §§ 364(c), shall continue in full force and effect until all of the Aggregate Debt is Paid in Full.

30. Order Effective. This Order shall be effective as of the date of the date of the signature by the Court.

Dated: July 19th, 2024
Wilmington, Delaware

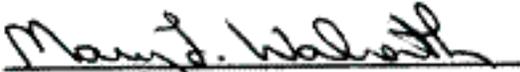

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

DEFINED TERMS

1. ***Agreed Sale Order.*** Collectively, one or more orders of this Court, consented to by DIP Agent and the Committee, authorizing the sale of any portion of the Aggregate Collateral pursuant to one or more purchase agreements that provide for funding of \$3,500,000 upon the closing thereof by the purchaser(s) into an escrow or similar arrangement acceptable to the Committee, which funds shall be administered by a claims ombudsman to be identified by the Committee for payment on a pro rata basis to holders of Supplemental Assumed Claims, as set forth in the Agreed Sale Order.

2. ***Aggregate Collateral.*** Collectively, the Prepetition Collateral and the Postpetition Collateral.

3. ***Aggregate Debt.*** Collectively, the Prepetition Debt and the Postpetition Debt.

4. ***Allowable 506(b) Amounts.*** To the extent allowable under Bankruptcy Code § 506(b), interest at the default rate of interest as set forth in Section 2.6(c) of the Prepetition ABL Agreement, all fees, costs, expenses, and other charges due or coming due under the Prepetition ABL Documents or in connection with the Prepetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget), and all costs and expenses at any time incurred by Prepetition ABL Administrative Agent and Prepetition ABL Lenders in connection with: (a) the negotiation, preparation and submission of the Interim Order, this Order and any other order or document related hereto, and (b) the representation of Prepetition ABL Administrative Agents and Prepetition ABL Lenders in the Cases, including in defending any Challenge.

5. ***Applicable Debtors.*** Parent and any of its direct or indirect Debtor subsidiaries.

6. ***Bankruptcy Code.*** The United States Bankruptcy Code (11 U.S.C. § 101 *et seq.*), as amended, and any successor statute. Unless otherwise indicated, all statutory section references in this Order are to the Bankruptcy Code.

7. ***Blocked Account.*** The Dominion Account (as defined in the DIP Credit Agreement).

8. ***Budget.*** The budget attached to this Order as Exhibit B, as amended, modified or supplemented from time to time, as may be agreed to by DIP Agent and the requisite DIP Lenders required under the DIP Credit Agreement.

9. ***Carveout Account.*** The escrow accounts described below established solely to maintain proceeds of Postpetition Debt to pay the Carveout Amounts described in clause (1) of Paragraph 7(a). Solely with respect to the Debtor Carveout Professionals, the Carveout Account shall be the Young Conaway Stargatt & Taylor, LLP client trust account. Solely with respect to the Committee Carveout Professionals, the Carveout Account shall be the client trust account designated by lead counsel for the Committee.

10. **Carveout Professionals.** Collectively, (a) Alston & Bird LLP, as counsel for Applicable Debtors, (b) Young Conaway Stargatt & Taylor LLP, as local counsel for Applicable Debtors, (c) Spencer M. Ware of CR3 Partners LLC, as chief restructuring officer of Debtors, and such other personnel of CR3 Partners LLC that will assist Mr. Ware during these Cases, (d) Houlihan Lokey Capital, Inc., as investment banker for Applicable Debtors, (e) Kroll Restructuring Administration LLC, as claims and noticing agent in these Cases, (f) such professionals that are authorized by the Court to be retained by any Committee, and (g) the U.S. Trustee.

11. **Carveout Trigger Date.** The date that is the earliest of (x) the date on which DIP Agent delivers (by email or other electronic means) the Carveout Trigger Notice to the Carveout Trigger Notice Parties, (y) the date on which the Prepetition Debt and Postpetition Debt have been Paid in Full, and (z) the Maturity Date (as defined in the DIP Credit Agreement).

12. **Carveout Trigger Notice.** A written notice delivered by email (or other electronic means) by DIP Agent to the Carveout Trigger Notice Parties stating that the Post-Carveout Trigger Cap has been invoked, which notice may be delivered following the occurrence and during the continuation of a Default or Event of Default under the DIP Credit Agreement.

13. **Carveout Trigger Notice Parties.** Counsel to the Applicable Debtors, the U.S. Trustee and counsel to the Committee.

14. **Cases.** The chapter 11 cases or any superseding chapter 7 cases of the Debtors.

15. **Cash Collateral.** All "cash collateral," as that term is defined in Bankruptcy Code § 363(a), in which Agents (on behalf of Secured Parties) have an interest, all deposits subject to setoff rights in favor of Agents and Secured Parties, and all cash arising from the collection or other conversion to cash of the Aggregate Collateral, including from the sale of inventory and the collection of accounts receivable.

16. **Committee.** Any official creditors' committee appointed to represent unsecured creditors in these Cases pursuant to Bankruptcy Code § 1102.

17. **Declarations.** The *Declaration of Spencer Ware in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* and the *Declaration of John Sallstrom in Support of the Debtors' Motion for Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief.*

18. **DIP Commitment.** \$199,969,560.45.

19. **DIP Credit Agreement.** That certain Debtor-in-Possession Credit Agreement substantially in the form attached to the Interim Order as Exhibit C, by and among Parent, Project Kenwood Acquisition, LLC and each other subsidiary of Parent party thereto as a "Borrower", DIP Agent and DIP Lenders party thereto, as amended, modified, supplemented, replaced or refinanced from time to time.

20. **DIP Documents.** The DIP Credit Agreement, the "Loan Documents" (as that term is defined in the DIP Credit Agreement) and the "Bank Product Agreements" (as that term is defined in the DIP Credit Agreement), in each case, as amended, supplemented, or otherwise modified from time to time.

21. **Event of Default.** At DIP Agent's election, (a) the occurrence and continuance of any Event of Default first arising after the Petition Date under the DIP Credit Agreement; (b) Applicable Debtors failure to comply with the covenants or perform any of their obligations in strict accordance with the terms of the Interim Order or this Order, (c) a motion shall be filed or an order shall be entered in any of the Cases or the Recognition Proceedings (as defined in the DIP Credit Agreement) to sell any of the Aggregate Collateral for any non-cash consideration without the prior written consent of Agents, (d) any of the Carveout Postpetition Debt or Aggregate Collateral is used to pay any fees or expenses incurred by any Person in connection with selling (or seeking to sell) any Aggregate Collateral without Agents' written consent, (e) a motion shall be filed or an order shall be entered in any of the Cases or the Recognition Proceedings (as defined in the DIP Credit Agreement) to sell, dispose or otherwise transfer any of the Real Property without the prior written consent of Agents'.

22. **Final Hearing.** The final hearing on the Motion conducted in accordance with Fed. R. Bankr. P. 4001.

23. **Guarantors.** Project Kenwood Intermediate Holdings III, LLC, a Delaware limited liability company ("Parent") and each other Person party to the DIP Documents as a "Guarantor".

24. **Guaranty.** Guaranty and Security Agreement dated as of June 12, 2024, by and among Applicable Debtors and DIP Agent (on behalf of the Prepetition Secured Parties)).

25. **Interim Order.** That certain Interim Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief [Docket No. 79].

26. **Local Rules.** The Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

27. **New Value.** Postpetition Debt consisting of loans advanced or letters of credit issued under the DIP Credit Agreement from and after the date hereof, including all Obligations and any advances made to pay the Carveout (and fund the Carveout Account) and Postpetition Charges; provided, however, that any extension of the expiry date under any letter of credit initially issued under the Prepetition ABL Agreement will not be deemed to be "New Value" for purposes of this Order without further order of this court. For the avoidance of doubt, for purposes of this Order, New Value does not include any Postpetition Debt arising after the date hereof as a result of the "roll up" of Prepetition Debt otherwise authorized under this Order.

28. **Obligations.** The "Obligations", as that term is defined in the DIP Credit Agreement.

29. ***Paid in Full.*** With respect to the Postpetition Debt or the Prepetition Debt: (a) the termination of the DIP Credit Agreement and the other DIP Documents or the Prepetition ABL Agreement and the other Prepetition ABL Documents, as applicable; (b) the indefeasible payment in full in cash of all Postpetition Debt or Prepetition Debt, as applicable, together with all accrued and unpaid interest and fees thereon; (c) all commitments under the DIP Credit Agreement or commitments under the Prepetition ABL Agreement, as applicable, shall have terminated or expired; (d) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as the applicable "Issuing Bank" (as defined in the DIP Credit Agreement) or the applicable "Issuing Bank" (as defined in the Prepetition ABL Agreement), as applicable, deems is reasonably necessary to secure all contingent reimbursement obligations relating to any "Letters of Credit" (as defined in the DIP Credit Agreement) or any "Letters of Credit" (as defined in the Prepetition ABL Agreement); (e) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as the applicable "Cash Management Bank" (as defined in the DIP Credit Agreement) or the applicable "Cash Management Bank" (as defined in the DIP Credit Agreement), as applicable, deems is reasonably necessary to secure all obligations relating to any "Cash Management Agreements" (as defined in the DIP Credit Agreement) or any "Cash Management Agreements" (as defined in the DIP Credit Agreement); (f) the indefeasible payment or repayment in full in cash of any and all other "Obligations" (as defined in the DIP Credit Agreement) or "Obligations" (as defined in the Prepetition ABL Agreement), as applicable, including, without limitation, the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of any other obligation) under any "Bank Product Agreement" provided by any "Bank Product Provider" (as such terms are defined in the DIP Credit Agreement) or any "Bank Product Agreement" provided by any "Bank Product Provider" (as such terms are defined in the Prepetition ABL Agreement); (g) all claims of the Applicable Debtors against DIP Agent, DIP Lenders and the other Postpetition Secured Parties, or of "Borrowers" and "Guarantors" (as each such term is defined in the Prepetition ABL Agreement) against Prepetition ABL Administrative Agent, Prepetition ABL Lenders and the other Prepetition Secured Parties, as applicable, arising on or before the payment date shall have been released on terms acceptable to DIP Agent or Prepetition ABL Administrative Agent, as applicable; and (h) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as DIP Agent or Prepetition ABL Administrative Agent, as applicable, deems is reasonably necessary to secure DIP Agent and the other Postpetition Secured Parties, or Prepetition ABL Administrative Agent and the other Prepetition Secured Parties, as applicable, in respect of any asserted or threatened (in writing) claims, losses, demands, actions, suits, proceedings, investigations, liabilities, fines, fees, costs, expenses (including attorneys' fees and expenses), penalties, or damages for which any of the DIP Agent and the other Postpetition Secured Parties, or Prepetition ABL Administrative Agent and the other Prepetition Secured Parties, as applicable, may be entitled to indemnification or reimbursement by any Applicable Debtor pursuant to the terms of the DIP Credit Agreement, the other DIP Documents, the Prepetition ABL Agreement, or the other Prepetition ABL Documents.

30. ***Permitted Priority Liens.*** Collectively, (a) the Carveout, and (b) liens in favor of third parties upon the Prepetition Collateral, which third-party liens, as of the Petition Date: (1) had priority under applicable law over the Prepetition Liens, (2) were not subordinated by agreement or applicable law, and (3) were non-avoidable, valid, properly perfected and enforceable as of the Petition Date.

31. **Permitted Variance.** The permitted variance set forth in Sections 7(a) and 7(b) of the DIP Credit Agreement, as the same may be amended or otherwise modified from time to time in accordance with the DIP Credit Agreement

32. **Person.** Any individual, partnership, limited liability company, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or any other entity whatsoever.

33. **Petition Date.** June 11, 2024.

34. **Post-Carveout Trigger Notice Amount.** An amount equal to (x) if the Carveout Trigger Date occurs prior to August 8, 2024, \$500,000 and (y) if the Carveout Trigger Date occurs on or after August 8, 2024, \$250,000; provided, however, in the event that the actual Allowed Professional Fees incurred by the Carveout Professionals described in subclauses (a) and (b) of the definition thereof prior to the Carveout Trigger Date is less than the Pre-Trigger Carveout Cap for such Carveout Professionals, then the Post-Carveout Trigger Notice Amount may be increased by such shortfall up to an aggregate amount not to exceed \$100,000.

35. **Postpetition Charges.** Interest at the applicable rate of interest under the DIP Credit Agreement and all fees, costs, and expenses provided for in the DIP Credit Agreement, including those incurred by DIP Agent and DIP Lenders in connection with the Postpetition Debt (regardless of whether any such fees, costs, interest and other charges are included in the Budget).

36. **Postpetition Collateral.** All of the Real Property and personal property of the Applicable Debtors of any description whatsoever, wherever located, and whenever arising or acquired, including, without limitation, any and all accounts, books, cash (including, without limitation, all Cash Collateral, cash deposits, and all cash proceeds held in escrow), cash equivalents, chattel paper, commercial tort claims, deposits, deposit accounts, documents, equipment, fixtures, goods, general intangibles (including, without limitation, the proceeds of all claims and causes of action under chapter 5 of the Bankruptcy Code, including, without limitation, Bankruptcy Code §§ 542, 544, 545, 547, 548, 549, 550, 551, and 553, and all proceeds thereof), instruments, intellectual property, intellectual property licenses, inventory, investment property, leasehold interests, negotiable collateral, supporting obligations and all other "Collateral" (as that term is defined in the DIP Credit Agreement), and all proceeds, rents, issues, profits, and products, whether tangible or intangible, of any and all of the foregoing, including, without limitation, any and all proceeds of insurance covering any of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts, and other computer materials and records related thereto.

37. **Postpetition Debt.** All indebtedness or obligations of Applicable Debtors to DIP Agent and DIP Lenders incurred on or after the Petition Date pursuant to the Interim Order and/or this Order or otherwise, including all Obligations and any advances made by DIP Lenders to pay the Carveout.

38. **Postpetition Liens.** Priority Liens in the Aggregate Collateral, subject only to Permitted Priority Liens.

39. **Postpetition Secured Parties.** Collectively, the Lender Group and Bank Product Providers (as each term is defined in the DIP Credit Agreement).

40. **Prepetition ABL Agreement.** That certain Credit Agreement dated as of April 16, 2019, by and among Applicable Debtors, Prepetition ABL Administrative Agent and Prepetition ABL Lenders party thereto, as amended, modified and supplemented from time to time.

41. **Prepetition ABL Documents.** The Prepetition ABL Agreement, the "Loan Documents" (as that term is defined in the Prepetition ABL Agreement) and the "Bank Product Agreements" (as that term is defined in the Prepetition ABL Agreement), in each case, as amended, supplemented, or otherwise modified from time to time.

42. **Prepetition Collateral.** Collectively, (a) all of the "Collateral" (as that term is defined in the that certain Guaranty and Security Agreement dated as of April 16, 2019, by and among Applicable Debtors and Prepetition ABL Administrative Agent (on behalf of the Prepetition ABL Lenders)) existing as of the Petition Date, (b) all Real Property (as defined in the Prepetition ABL Agreement) that is encumbered by a Mortgage (as defined in the Prepetition ABL Agreement) as of the Petition Date and (c) all proceeds, rents, issues, profits and products of each of the assets described in the foregoing clauses (a) and (b).

43. **Prepetition Debt.** (a) All indebtedness or obligations under the Prepetition ABL Documents as of the Petition Date, including all "Obligations" (as defined in the Prepetition ABL Agreement), and all fees, costs, interest, and expenses as and when due and payable pursuant to the Prepetition ABL Documents, plus (b) all Allowable 506(b) Amounts.

44. **Prepetition Liens.** Prepetition ABL Administrative Agent's (on behalf of Prepetition ABL Lenders) asserted security interests in the Prepetition Collateral under the Prepetition ABL Documents, subject only to Permitted Priority Liens.

45. **Prepetition Secured Parties.** Collectively, the Lender Group and Bank Product Providers (as each term is defined in the Prepetition ABL Agreement).

46. **Prepetition Third Party Documents.** Collectively, Applicable Debtors' deposit account control agreements, leases, licenses, landlord agreements, warehouse agreements, bailment agreements, insurance policies, contracts or other similar agreements in which Prepetition ABL Administrative Agent has an interest.

47. **Priority Liens.** Liens which are first priority, properly perfected, valid and enforceable security interests, which are not subject to any claims, counterclaims, defenses, setoff, recoupment or deduction, and which are otherwise unavoidable and not subject to recharacterization or subordination pursuant to any provision of the Bankruptcy Code, any agreement, or applicable nonbankruptcy law.

48. **Real Property.** Any estate or interests in real property now owned or hereafter acquired by an Applicable Debtor or one of its subsidiaries and improvements thereon.

49. **Remedies Notice Period.** The period commencing on the Termination Date and ending five (5) business days after the occurrence of the Termination Date.

50. **Replacement Liens.** Priority Liens in the Postpetition Collateral granted to Prepetition ABL Administrative Agent (for the benefit of itself and the other Prepetition Secured Parties) pursuant to the Interim Order and this Order, subject only to the Permitted Priority Liens

and (x) with respect to any Postpetition Collateral also constituting Prepetition Collateral, the Prepetition Liens and (y) with respect to any Postpetition Collateral not otherwise constituting Prepetition Collateral, the Postpetition Liens.

51. **Rules.** The Federal Rules of Bankruptcy Procedure.

52. **Sale Milestones.** Those covenants described in Paragraph 10 of this Order.

53. **Secured Parties.** Collectively, the Prepetition Secured Parties and the Postpetition Secured Parties.

54. **Supplemental Assumed Claims.** Allowed or allowable general unsecured (i) trade claims of suppliers of goods or services as of the time immediately prior to the Petition Date; or (ii) personal injury or wrongful death claims against one or more Applicable Debtors; and excluding, for the avoidance of doubt, (a) unsecured claims consisting of Prepetition Debt or Postpetition Debt, (b) unsecured claims arising under that certain Credit Agreement dated as of December 11, 2020 (as amended), by and among Debtor Project Kenwood Acquisition, LLC and Wells Fargo Bank, National Association, as lender, and (c) other unsecured claims otherwise agreed to be paid or assumed pursuant to the stalking horse asset purchase agreements with the Applicable Debtors as in effect on the date hereof.

55. **Termination Date.** At DIP Agent's election, the earliest to occur of: (a) the date on which DIP Agent provides, via facsimile, electronic mail or overnight mail, written notice to counsel for Debtors, counsel for any Committee and the U.S. Trustee of the occurrence and continuance of an Event of Default and the occurrence of the "Termination Date" for purposes of this Order; (b) the date of the Final Hearing, if this Order is modified at the Final Hearing in a manner unacceptable to Agents and Lenders; (c) the date that is 28 days following the closing date of the sale of substantially all of the assets of the Applicable Debtors; (d) the date on which the Postpetition Debt is Paid in Full; (e) the date that is 180 days after the Petition Date and (f) the effective date of a plan of reorganization.

56. **Trustee.** Any trustee appointed or elected in the Cases.

57. **U.S. Trustee.** The Office of the United States Trustee for the District of Delaware.

EXHIBIT B

BUDGET

Coach USA Inc., et al

Approved Budget (As of the Week of 07/12/24)

\$000s

(\$'s in 000's)														13 Weeks
Week Ended	7/5	7/12	7/19	7/26	8/2	8/9	8/16	8/23	8/30	9/6	9/13	9/20	9/27	5-Jul 27-Sep
	Fest	Fest	Fest	Fest.	Fest.	Fest.	Fest.	Fest.	Fest.	Fest.	Fest.	Fest.	Fest.	
Receipts	\$ 6,571	\$ 6,395	\$ 6,604	\$ 8,380	\$ 12,536	\$ 5,919	\$ 6,963	\$ 1,695	\$ 1,695	\$ 1,695	\$ 1,695	\$ 1,695	\$ -	\$ 61,843
Operating Disbursements														
Payroll	(2,289)	(3,832)	(3,029)	(3,832)	(3,029)	(3,835)	(2,363)	(1,337)	(2,194)	-	-	-	-	(25,740)
Healthcare	(484)	(370)	(352)	(436)	(627)	(451)	(352)	(196)	(238)	-	-	-	-	(3,505)
Fuel	(560)	(1,301)	(1,331)	(1,081)	(966)	(762)	(775)	(397)	-	-	-	-	-	(7,173)
Tires, Parts & Maintenance	(255)	(2,096)	(1,751)	(1,054)	(1,015)	(634)	(651)	(306)	(347)	(317)	-	-	-	(8,425)
Occupation Costs (Rent & Utilities)	(109)	(78)	(224)	(47)	(754)	(159)	(86)	(58)	(16)	(10)	-	-	-	(1,540)
Insurance	(200)	(1,800)	(450)	(450)	(3,550)	(250)	(250)	-	-	-	-	-	-	(6,950)
Bus Lease Payments	(20)	(25)	(22)	(318)	(354)	-	(46)	-	-	-	-	-	-	(785)
3rd Party Tickets	(117)	(792)	(466)	(387)	(395)	(263)	(71)	-	-	-	-	-	-	(2,491)
Employee Expenses	(51)	(118)	(192)	(34)	(56)	(76)	(152)	(30)	(42)	(45)	-	-	-	(794)
Technology	(60)	(787)	(612)	(245)	(618)	(147)	(121)	(19)	(60)	(188)	-	-	-	(2,857)
Miscellaneous	(240)	(1,397)	(977)	(1,054)	(1,461)	(225)	(551)	(224)	(291)	(486)	-	-	-	(6,904)
Other (Contingency)	-	(505)	(345)	(322)	(516)	(340)	(271)	(128)	(159)	(52)	-	-	-	(2,639)
Subtotal	(4,384)	(13,099)	(9,750)	(9,260)	(13,340)	(7,142)	(5,688)	(2,695)	(3,347)	(1,098)	-	-	-	(69,803)
Operating Cashflow	2,187	(6,704)	(3,146)	(881)	(804)	(1,223)	1,275	(1,000)	(1,652)	596	1,695	1,695	-	(7,960)
Non-Operating & Restructuring Disbursements														
ABL Interest / Fee Payments	-	-	-	-	(1,334)	-	-	-	-	(857)	-	-	-	(2,191)
Asset Divestiture	-	-	-	-	-	-	(218)	24,309	(49)	(49)	(49)	399	(1,295)	23,049
Restructuring Costs	-	-	(175)	-	-	-	-	(2,100)	-	(575)	-	-	-	(2,850)
Professional Fees	(1,416)	(682)	(1,293)	(709)	(513)	(552)	(796)	(3,367)	(303)	(148)	(45)	(45)	(99)	(9,967)
Subtotal	(1,416)	(682)	(1,468)	(709)	(1,847)	(552)	(1,014)	18,842	(352)	(1,628)	(94)	354	(1,393)	8,041
Net Cash Flow	\$ 771	\$ (7,386)	\$ (4,614)	\$ (1,589)	\$ (2,651)	\$ (1,774)	\$ 261	\$ 17,843	\$ (2,004)	\$ (1,032)	\$ 1,601	\$ 2,049	\$ (1,393)	\$ 81
<i>Memo: Capitalized DIP Interest / Fees</i>	(1,067)	(126)	(171)	(198)	(235)	(259)	(255)	(295)	(329)	(327)	(333)	-	-	(3,596)
ROLL OF BOOK CASH:														
Beginning Book Cash	\$ 6,931	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 5,595	\$ 5,349	\$ 6,931
Net Cash Flow	771	(7,386)	(4,614)	(1,589)	(2,651)	(1,774)	261	17,843	(2,004)	(1,032)	1,601	2,049	(1,393)	81
Actuals - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Borrowing / (Repayments)	(4,202)	7,386	4,614	1,589	2,651	1,774	(261)	(17,843)	2,004	1,032	494	(2,295)	-	(3,057)
Ending Book Cash	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	5,595	5,349	3,956	3,956
Plus: O/S Checks	1,096	2,176	2,235	2,009	2,724	1,777	1,299	670	444	358	144	42	-	-
Ending Bank Cash	\$ 4,596	\$ 5,675	\$ 5,735	\$ 5,509	\$ 6,224	\$ 5,277	\$ 4,799	\$ 4,170	\$ 3,944	\$ 3,858	\$ 5,739	\$ 5,391	\$ 3,956	\$ 3,956
LOAN BALANCE														
Letters of Credit	(35,572)	(30,149)	(29,711)	(29,636)	(29,636)	(29,243)	(19,221)	(19,221)	(19,211)	(19,211)	(18,852)	(18,052)	(18,052)	(18,052)
ABL Loan Balance	(120,859)	(114,464)	(107,860)	(99,480)	(86,943)	(81,024)	(74,061)	(47,955)	(46,260)	(44,565)	(42,871)	(40,576)	(40,576)	(40,576)
DIP Loan Conversion	(24,673)	(31,068)	(37,672)	(46,052)	(58,588)	(64,507)	(71,470)	(97,576)	(99,271)	(100,966)	(102,661)	(104,956)	(104,956)	(104,956)
Funded L/C's	(54)	(5,477)	(5,915)	(5,990)	(5,990)	(6,382)	(16,404)	(16,404)	(16,414)	(16,414)	(16,773)	(17,573)	(17,573)	(17,573)
DIP Loan (New Money)	3,053	(4,459)	(9,244)	(11,031)	(13,917)	(15,950)	(15,944)	1,603	(730)	(2,089)	(2,916)	(621)	(621)	(621)
Total Funded Debt	(178,103)	(185,616)	(190,401)	(192,188)	(195,074)	(197,107)	(197,101)	(179,554)	(181,887)	(183,246)	(184,072)	(181,778)	(181,778)	(181,778)

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SCHEDULE B
NEWCO BIDDING PROCEDURES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 20 & 241

ORDER (A) APPROVING (I) THE DEBTORS' DESIGNATION OF THE NEWCO STALKING HORSE BIDDER FOR CERTAIN OF THE DEBTORS' ASSETS AS SET FORTH IN THE NEWCO STALKING HORSE AGREEMENT, (II) THE DEBTORS' ENTRY INTO THE NEWCO STALKING HORSE AGREEMENT, AND (III) THE BID PROTECTIONS AND (B) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief (the "Motion")*² for entry of an order authorizing or approving, among other things, (A)(i) approving

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion or, if not defined in the Motion, in the Bidding Procedures Order [Docket No. 241].

the designation of the NewCo Stalking Horse Bidder (as defined below, and the bid thereunder, the “NewCo Stalking Horse Bid”), (ii) approving the Debtors’ entry into the NewCo Stalking Horse APA (attached hereto as Exhibit 1) as modified on the record of the hearing, (iii) approving the bid protections provided to the NewCo Stalking Horse Bidder, including the payment of a break-up fee and the reimbursement of expenses, and (B) granting related relief; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and a reasonable opportunity to object to or be heard regarding the relief provided herein has been afforded to parties-in-interest pursuant to Bankruptcy Rule 6004(a); and the Court having considered the Sale Declaration, *Debtors’ Motion for Entry of an Order Granting Leave and Permission to File Omnibus Reply in Support of Debtors’ (I) DIP Motion and (II) Bidding Procedures Motion* [Docket No. 265] and the omnibus reply attached thereto as Exhibit B; and upon the record of the hearing and all of the proceedings had before the Court; and the Court having found that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and the Court having found that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, 507, and 1113 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, 9006-1, and 9013-1(m).

C. Designation of the NewCo Stalking Horse Bid. The NewCo Stalking Horse Bid as reflected in the NewCo Stalking Horse APA represents the highest and otherwise best offer the Debtors have received to date to purchase the NewCo Assets, as defined in the Motion and as more fully described in the NewCo Stalking Horse APA. The NewCo Stalking Horse APA provides the Debtors with the opportunity to sell the NewCo Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process subject to the provisions of section F, below. Without the NewCo Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the NewCo Assets. As such, the contributions of the NewCo Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The NewCo Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors'

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

restructuring process and secure a fair and adequate baseline bid for the NewCo Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

D. Designation of the NewCo Stalking Horse Bidder. The NewCo Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the NewCo Stalking Horse APA and the NewCo Stalking Horse Bid shall be subject to higher and otherwise better offers in accordance with the NewCo Stalking Horse APA and the Bidding Procedures. Pursuit of the NewCo Stalking Horse Bidder as a "stalking horse bidder" and the NewCo Stalking Horse APA as a "stalking horse purchase agreement" is in the best interests of the Debtors and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

E. The NewCo Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the NewCo Stalking Horse Bidder and the Debtors. The NewCo Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the NewCo Stalking Horse Bidder's negotiation of the NewCo Bid Protections and the Bidding Procedures and entry into the NewCo Stalking Horse APA.

F. NewCo Bid Protections. The Debtors have articulated compelling and sufficient business reasons for the Court to approve the Debtors' provision of the NewCo Bid Protections. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee (i) have been negotiated by the NewCo Stalking Horse Bidder and the Debtors and their respective advisors at arm's length and in good faith and the NewCo Stalking Horse APA (including the NewCo Bid Protections) is the culmination of a process undertaken by the Debtors and their

professionals to negotiate a transaction with a bidder that was prepared to pay the highest and otherwise best purchase price to date for the NewCo Assets; (ii) are fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale, the substantial efforts that have been and will be expended by the NewCo Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher and better offers, and the substantial benefits that the NewCo Stalking Horse Bidder has provided to the Debtors, their estates, their creditors and parties in interest herein, including, among other things, by increasing the likelihood that the best possible purchase price for the NewCo Assets will be received; and (iii) provide protections that were material inducements for, and express conditions of, the NewCo Stalking Horse Bidder's willingness to enter into the Stalking Horse APA, and is necessary to ensure that the NewCo Stalking Horse Bidder will continue to pursue the NewCo Stalking Horse APA and the transactions contemplated thereby. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee, to the extent payable under the NewCo Stalking Horse APA, (a) provides a substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (b)(x) are an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (c) are commensurate to the real and material benefits conferred upon the Debtors' estates by the NewCo Stalking Horse Bidder, and (d) are fair, reasonable, and appropriate, including in light of the size and nature of the transactions and the efforts that have been and will be expended by the NewCo Stalking Horse Bidder. Unless it is assured that the NewCo Bid Protections will be available, the NewCo Stalking Horse Bidder is unwilling to remain obligated to consummate the

NewCo Stalking Horse APA or otherwise be bound under the NewCo Stalking Horse APA, including, without limitation, the obligations to maintain its committed offer while such offer is subject to higher and otherwise better offers as contemplated by the Bidding Procedures. The NewCo Bid Protections are a material inducement for, and condition of, the NewCo Stalking Horse Bidder's execution of the NewCo Stalking Horse APA.

G. Notice. Notice of the Motion was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of the Debtors' Chapter 11 Cases, such that no other or further notice need be provided. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. All objections to the relief granted in this Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

NewCo Stalking Horse Bid and NewCo Bid Protections

3. The NewCo Stalking Horse Bidder is approved as the Stalking Horse Bidder for the NewCo Assets pursuant to the terms of the NewCo Stalking Horse APA.
4. The Debtors entry into the NewCo Stalking Horse APA is authorized and approved, and the NewCo Stalking Horse Bid shall be subject to higher and better Qualified Bids, in accordance with the terms and procedures of the NewCo Stalking Horse APA and the Bidding Procedures.

5. The Debtors are authorized to perform any obligations under the NewCo Stalking Horse APA that are intended to be performed prior to the entry of the order approving the Sale of the NewCo Assets.

6. The NewCo Stalking Horse Bidder is a Qualified Bidder and the bid reflected in the NewCo Stalking Horse Bid (including as it may be increased at the Auction (if any)) is a Qualified Bid, as set forth in the Bidding Procedures.

7. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee are approved in their entirety. The NewCo Bid Protections shall be payable in accordance with, and subject to the terms of, the NewCo Stalking Horse APA. The automatic stay provided by section 362 of the Bankruptcy Code shall be automatically lifted and/or vacated to permit any NewCo Stalking Horse Bidder action expressly permitted or provided in the NewCo Stalking Horse APA, without further action or order of the Court.

8. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee (each to the extent payable under the NewCo Stalking Horse APA) shall constitute an allowed superpriority administrative expense claim pursuant to sections 105(a), 503(b)(1)(A), and 507(a)(2) of the Bankruptcy Code in the Debtors' cases, which in each case, shall be senior to and have priority over all other administrative expense claims of the kind specified in section 503(b) of the Bankruptcy Code. Debtors are hereby authorized and directed to pay the NewCo Bid Protections, if and when due, in accordance with the terms of the NewCo Stalking Horse APA and this Order without further order of the Court. The Debtors' obligation to pay the NewCo Bid Protections, if applicable, shall survive termination of the NewCo Stalking Horse APA, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation. For the avoidance of doubt, in the event an Alternative

Transaction (as defined in the NewCo Stalking Horse APA) is consummated with respect to all or any portion of the NewCo Assets, then the NewCo Bid Protections will be payable to the NewCo Stalking Horse Bidder.

9. All Qualified Bid(s) for the NewCo Assets at the Auction (if any) must provide consideration equal to or greater than (x) the amount of the total purchase price consideration set forth in the NewCo Stalking Horse APA, (y) the NewCo Bid Protections of \$4,600,000, and (z) an overbid amount of \$1,000,000.

10. For avoidance of doubt, the Bidding Procedures Order [Docket No. 241] governs the Bidding Process, Auction, Sale Hearing, Objection Procedures, Notice Procedures, and Assignment Procedures for the NewCo Assets, as set forth therein.

Other Relief Granted

11. This Order shall be binding in all respects upon any trustees, examiners, “responsible persons” or other fiduciaries appointed in the Debtors’ bankruptcy cases or upon a conversion to chapter 7 under the Bankruptcy Code.

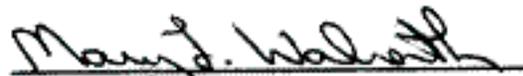
12. Nothing herein shall be deemed to or constitute the assumption, assignment or rejection of any executory contract or unexpired lease.

13. Notwithstanding any provision in the Bankruptcy Rules to the contrary, the stays provided for in Bankruptcy Rules 6004(h) and 6006(d) are waived and this Order shall be effective immediately and enforceable upon its entry.

14. In the event of any conflict between this Order and the Motion, this Order shall govern in all respects.

15. The requirements set forth in Local Rules 6004-1, 9006-1, and 9013-1 are hereby satisfied or waived.

16. This Court shall retain exclusive jurisdiction over any matters related to or arising from the implementation of this Order.



MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Dated: July 19th, 2024
Wilmington, Delaware

31851520.3

EXHIBIT 1

NewCo Stalking Horse APA

Execution Version

ASSET PURCHASE AGREEMENT

by and among

the Sellers set forth on Schedule A,

BUS COMPANY HOLDINGS US, LLC, and

1485832 B.C. UNLIMITED LIABILITY COMPANY

Dated as of June 11, 2024

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “Agreement”) is made as of June 11, 2024 (the “Agreement Date”), by and among the entities set forth on Schedule A hereto (collectively, the “Sellers” and individually each a “Seller”), Bus Company Holdings US, LLC, a Delaware limited liability company (“Newco USA”), and 1485832 B.C. Unlimited Liability Company, an unlimited liability company incorporated under the laws of the Province of British Columbia, (“Newco Canada” and, together with Newco USA, collectively the “Purchaser”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

WHEREAS, Sellers’ business is providing motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, throughout the United States and certain jurisdictions in Canada (as conducted by the Sellers, the “Business”).

WHEREAS, on or about June 11, 2024, Sellers, together with certain of their Affiliates and subsidiaries, intend to commence voluntary cases (the “Bankruptcy Case”) under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), the date of commencement of the Bankruptcy Cases in the Bankruptcy Court being the “Petition Date”;

WHEREAS, following the initiation of the Bankruptcy Case, Canadian Sellers, together with certain of their Affiliates and subsidiaries, intend to commence the Canadian Recognition Case under the CCAA in the Canadian Court (as such terms are defined herein) in order to, among other things, seek creditor protection for, and certain relief in respect of, the Canadian Sellers and certain of their Affiliates and subsidiaries;

WHEREAS, Purchaser has agreed to act as a “stalking horse bidder” and, if selected or deemed the “Successful Bidder” (as defined in the Bidding Procedures Order) in accordance with the Bidding Procedures, to purchase from Sellers, and Sellers desire to sell to Purchaser, all of the Purchased Assets, and to assume the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement pursuant to section 105, 363, 365 and 1113(a) of the Bankruptcy Code and applicable Bankruptcy Rules; and

WHEREAS, the execution and delivery of this Agreement and Sellers’ ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order and the Canadian Sale Recognition Order (each as defined herein).

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

(a) “Accounts Receivable” means, with respect to the Business, all accounts receivable and other rights to payment generated by such Business and the full benefit of all security for such accounts receivable or rights to payment, including all accounts receivable in respect of goods shipped or products sold or services rendered to customers of such Business, any other miscellaneous accounts receivable of such Business, and any claim, remedy or other right of such Business related to any of the foregoing.

(b) “Action” means any demand, action, arbitration, audit, claim, cause of action, hearing, investigation, proceeding, litigation, citation, summons, subpoena, or suit (whether civil, criminal, administrative or investigative), whether at law or in equity.

(c) “Administrative Agent” means Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent for the lenders under the Credit Agreement.

(d) “Affiliate” means, as to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(e) “Agreement” has the meaning specified in the preamble.

(f) “Agreement Date” has the meaning specified in the preamble.

(g) “Allocation” has the meaning specified in Section 3.4.

(h) “Alternative Transaction” means any sale, transfer or other disposition, directly or indirectly, of any of the assets comprising the Purchased Assets, or utilized in the Business, whether proposed to be effected pursuant to the Auction (as defined in the Bidding Procedures Order) or a merger, consolidation, share exchange or sale, amalgamation, foreclosure, compromise, asset sale, issuance, financing, restructuring, recapitalization, liquidation, transfer or redemption of any assets or securities of Sellers or any successor thereto or any similar transaction, in one transaction or a series of transactions with one or more Persons, other than the sale of the Purchased Assets to the Purchaser in accordance with the terms hereof.

(i) “Ancillary Documents” means the Bill of Sale, the Assumption and Assignment Agreement, the Assignment of Trademarks, the Assignment of Domain Names, the Assumption and Assignment of Leases, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the Parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

- (j) “Assigned Contracts” shall have the meaning given to it in Section 2.5(a).
- (k) “Assignment of Copyrights” has the meaning specified in Section 3.7(b).
- (l) “Assignment of Domain Names” has the meaning specified in Section 3.7(b).
- (m) “Assignment of Trademarks” has the meaning specified in Section 3.7(b).
- (n) “Assumed Contracts” has the meaning specified in Section 2.1(b).
- (o) “Assumed Debt Credit Documents” means the Credit Agreement and related documents entered into by the Purchaser in connection with the assumption by the Purchaser of the Assumed Secured Debt on terms acceptable to the Administrative Agent, in each case, consistent with the terms set forth in the Debt Commitment Letter.
- (p) “Assumed Equipment Leases” has the meaning specified in Section 2.1(k).
- (q) “Assumed Liabilities” has the meaning specified in Section 2.3.
- (r) “Assumed Real Property Leases” has the meaning specified in Section 2.1(c).
- (s) “Assumed Secured Debt” means an amount of Secured Debt equal to \$130,000,000, assumed by Purchaser in satisfaction of the Purchase Price pursuant to the Assumed Debt Credit Documents.
- (t) “Assumed Seller Plans” has the meaning specified in Section 2.1(r).
- (u) “Assumption and Assignment Agreement” means the Assumption and Assignment Agreement in substantially the form of Exhibit A.
- (v) “Assumption and Assignment of Leases” has the meaning specified in Section 3.7(g).
- (w) “Assumption Notice” has the meaning specified in the Bidding Procedures Order.
- (x) “Auction” has the meaning set forth in the Bidding Procedures.
- (y) “Audited Financial Statements” has the meaning set forth in Section 4.4.
- (z) “Avoidance Actions” means any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code.

- (aa) “Bankruptcy Case” has the meaning specified in the recitals.
- (bb) “Bankruptcy Code” means title 11 of the United States Code, sections 101-1532.
- (cc) “Bankruptcy Court” has the meaning specified in the recitals.
- (dd) “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Bankruptcy Case, and the general, local and chambers rules of the Bankruptcy Court.
- (ee) “Bidding Procedures” has the meaning set forth in the Bidding Procedures Motion.
- (ff) “Bidding Procedures Motion” means one or more motions and notices filed in the Bankruptcy Case by Sellers, in each case in form and substance agreed to by Purchaser and as set forth in Exhibit B, and served on creditors and parties in interest in accordance with the Bankruptcy Rules, which motion(s) seeks, among other things, (i) authority from the Bankruptcy Court for Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, (ii) approval of the Bidding Procedures, (iii) approving certain stalking horse protections identified therein, (iv) scheduling an auction and a Sale Hearing, (v) authorizing the assumption and assignment of executory contracts and unexpired leases, and (vi) approving the form and manner of notice thereof.
- (gg) “Bidding Procedures Order” means the order of the Bankruptcy Court, proposed in the Bidding Procedures Motion, in form and substance agreed to by Purchaser and as set forth in Exhibit C, approving the Bidding Procedures Motion and the Bidding Procedures, and approving the payment of the Break-Up Fee and/or the Reimbursement Amount if and when required under this Agreement.
- (hh) “Bills of Sale” means one or more Bills of Sale in substantially the form attached hereto as Exhibit D.
- (ii) “Break-Up Fee” means an amount in cash equal to \$3,450,000.
- (jj) “Business” has the meaning specified in the recitals.
- (kk) “Business Day” means any day of the year on which banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.
- (ll) “Business Financial Statements” has the meaning set forth in Section 4.4.
- (mm) “Business Systems” means all information technology and computer systems and networks (including computer software, websites, servers, systems, interfaces, networks, platforms, peripherals, devices, information technology and telecommunication

hardware and other equipment) that relate to the transmission, storage, maintenance, organization, presentation, protection, generation, processing or analysis of data and information, including Company Data (whether or not in electronic format), and that are owned, leased or otherwise used by or for the benefit of any of the Sellers in connection with the Business.

(nn) “Canadian Court” means the Ontario Superior Court of Justice (Commercial List).

(oo) “Canadian Defined Benefit Plan” has the meaning specified in Section 4.14(l).

(pp) “Canadian Recognition Case” means the recognition proceedings before the Canadian Court commenced by Coach USA, Inc., in its capacity as foreign representative of the Bankruptcy Cases, pursuant to Part IV of the CCAA.

(qq) “Canadian Sale Recognition Order” means an Order of the Canadian Court recognizing and giving full force and effect in Canada to the Sale Order, which Order shall be in form and substance acceptable to the Purchaser and Sellers.

(rr) “Canadian Sellers” means 3329003 Canada, Inc., Megabus Canada Inc., 3376249 Canada, Inc., 4216849 Canada, Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., and Douglas Braund Investments Limited.

(ss) “Canadian Tax Act” means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1 (Canada), as amended, and the regulations promulgated thereunder.

(tt) “Cash and Cash Equivalents” means all Sellers’ cash (including petty cash and checks received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper and government securities and other cash equivalents.

(uu) “CASL” means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada) (S.C. 2010, c. 23).

(vv) “CCAA” means the *Companies’ Creditors Arrangement Act* (Canada).

(ww) “Claim” has the meaning given that term in section 101(5) of the Bankruptcy Code.

(xx) “Closing” has the meaning specified in Section 3.5.

(yy) “Closing Date” has the meaning specified in Section 3.5.

(zz) “COBRA” means the United States Consolidated Omnibus Budget Reconciliation Act of 1985.

(aaa) “Code” means the United States Internal Revenue Code of 1986, as amended.

(bbb) “Collective Bargaining Agreements” has the meaning specified in Section 4.13.

(ccc) “Company Data” means, individually or collectively, Personal Information in the possession of, or entrusted to a third party by, any Seller, confidential information of any Seller and/or User Data in the possession of, or entrusted to a third party by, any Seller, in each case that is collected, used, disclosed, transferred, stored, protected, maintained, transmitted, or accessed in connection with the Business.

(ddd) “Company Privacy Policy” means each external or internal privacy policy of any Seller and each past privacy policy of any Seller (but only with respect to obligations and terms in such past privacy policies that are currently binding on such Seller), in each case that relates to the Business, and including any policy relating to: (a) the privacy of users of any Company Website; (b) the collection, storage, disclosure and transfer of any User Data or Personal Information or (c) the treatment of any employee information.

(eee) “Company Website” means any public or private website owned or maintained or operated at any time by or on behalf of any of the Sellers in connection with the Business.

(fff) “Competition Act” means the *Competition Act* (Canada), RSC 1985, c. C-34, as amended, and any regulations promulgated thereunder.

(ggg) “Contract” means any agreement, contract, obligation, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, other than a Lease, to which a Seller is party.

(hhh) “Copyrights” means all United States, Canadian and foreign copyrights, whether subject to a registration or not, including all United States and Canadian copyright registrations and applications for registration and foreign equivalents, all moral rights, all common-law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention. Without limiting the foregoing, “Copyrights” include copyrights in Software.

(iii) “Credit Agreement” means the Credit Agreement, dated as of April 16, 2019, among Project Kenwood Acquisition, LLC as the borrower, certain other borrowers party thereto, the lenders from time to time party thereto and the Administrative Agent (as amended, modified or supplemented from time to time in accordance therewith).

(jjj) “Cure Costs” has the meaning specified in Section 2.5(a). For the avoidance of doubt, all Cure Costs shall be paid by Purchaser in the Ordinary Course of Business post-Closing.

(kkk) “D&O Claims” means any and all Claims of the Debtors against current and/or former officers and/or directors of the Debtors which first arose prior to the Petition Date;

(lll) “Data Breach” means (a) any loss of, damage to, or unauthorized access to, acquisition of, use of or disclosure of, any Company Data, (b) any damage to, or unauthorized access to or use of, any Business Systems, or (c) a business email compromise incident or similar incident involving a transfer of Seller funds to an unauthorized party.

(mmm) “Data Protection Policies” means all Seller policies and procedures regarding data security, privacy, data transfer and the use of Company Data, or the security, protection, integrity or use of any Business Systems. Data Protection Policies includes all Company Privacy Policies.

(nnn) “Debt Commitment Letter” has the meaning specified in Section 5.6(a)(i).

(ooo) “Debt Financing” has the meaning specified in Section 5.6(a)(i).

(ppp) “DIP Agent” means Wells Fargo, National Association, in its capacity as administrative agent and collateral agent for the DIP Lenders.

(qqq) “DIP Credit Agreement” means that certain Debtor-in-Possession Credit Agreement, dated as of June 11, 2024, among the debtors in the Bankruptcy Cases, the lenders from time-to-time party thereto, and the DIP Agent (as may be amended, modified or supplemented from time to time in accordance therewith).

(rrr) “DIP Lenders” mean the lenders from time-to-time party to the DIP Credit Agreement.

(sss) “Documents” means all books, records, files, invoices, inventory records, product specifications, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and credit records of customers (including all data and other information stored on discs, tapes or other media) to the extent used in or to the extent relating to the Purchased Assets.

(ttt) “Domain Name Registrations” means any registration of an alphanumeric designation with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet.

(uuu) “Encumbrance” means with respect to the Business and Purchased Assets any interest, charge, lien, Claim, mortgage, lease, sublease, license or use and occupancy rights or agreement, hypothecation, deed of trust, pledge, security interest, option, right of use,

first offer or first refusal, easement, servitude, restrictive covenant, encroachment, survey exception, reciprocal easement, or other similar restriction or encumbrance of any kind.

(vvv) “Environmental Laws” means any Legal Requirement or agreement with any Governmental Authority (i) relating to pollution (or the cleanup thereof or the filing of information with respect thereto), human health or the protection of air, surface water, ground water, drinking water supply, land (including land surface or subsurface), plant and animal life or any other natural resource, or (ii) concerning exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production or disposal of Regulated Substances, in each case as amended and as now or hereafter in effect. The term “Environmental Laws” includes any common law or equitable doctrine (including injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to or threatened as a result of the presence of, exposure to, or ingestion of, any Regulated Substance.

(www) “Equipment” means all furniture, fixtures, equipment, computers, machinery, apparatus, appliances, Inventory, signage, supplies, forklifts and all other tangible personal property of every kind and description (other than the Purchased Vehicles).

(xxx) [Reserved]

(yyy) [Reserved]

(zzz) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(aaaa) “ERISA Affiliate” means any Person that would be considered a single employer with a Seller under Sections 414(b), (c), (m) or (o) of the Code.

(bbbb) “Escrow Account” has the meaning specified in Section 3.3.

(cccc) “Escrow Holder” has the meaning specified in Section 3.3.

(dddd) “ETA” means the *Excise Tax Act*, R.S.C., 1985, c. E-15 (Canada), as amended, and the regulations promulgated thereunder.

(eeee) “Excluded Assets” has the meaning specified in Section 2.2.

(ffff) “Excluded Contracts” has the meaning specified in Section 2.2(d).

(gggg) “Excluded Leases” has the meaning specified in Section 2.2(e).

(hhhh) “Excluded Liabilities” has the meaning specified in Section 2.4.

(iiii) “Final Order” means an action taken or Order issued by an applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by Legal Requirement, it is passed, including any extensions thereof; (ii) no petition for rehearing or

reconsideration of the action or Order, or protest of any kind, is pending before any Governmental Authority and the time for filing any such petition or protest is passed; (iii) any Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed,

(jjjj) [Reserved]

(kkkk) “FMCSA” has the meaning specified in Section 6.3(b).

(llll) “Fraud” means actual, intentional, willful or knowing fraud under Delaware law (and not solely a constructive fraud, equitable fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) by or on behalf of a party to this Agreement in the making of a representation or warranty set forth in this Agreement or in any certificate delivered pursuant to Section 8.2 of this Agreement at the Closing.

(mmmm) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(nnnn) “Going Concern Purchaser” has the meaning specified in Section 7.5(b).

(oooo) “Good Faith Deposit” has the meaning specified in Section 3.3.

(pppp) “Governmental Authority” means any federal, state, provincial, municipal, local or foreign governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof or any federal, state, provincial, municipal, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission.

(qqqq) “Governmental Consents” has the meaning specified in Section 4.6.

(rrrr) “GST/HST” means any goods and services tax and harmonized sales tax payable under Part IX of the ETA.

(ssss) “Hired Employees” means (i) those employees who accept the Purchaser’s offer of employment and commence working for the Purchaser on the Closing Date, and (ii) Quebec Employees who are employed with the Sellers immediately prior to the Closing Date and who do not refuse the transfer of their employment by operation of law to the Purchaser as of the Closing Date.

(tttt) “Improvements” means the buildings, plants, structures, fixtures, systems, facilities, infrastructure and other improvements affixed or appurtenant to real property.

(uuuu) “Indebtedness” of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for borrowed money and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person

issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) all obligations with respect to any factoring programs of a Seller; and (vii) all obligations of the type referred to in clauses (i) through (vi) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations.

(vvvv) "Insurance Policies" has the meaning specified in Section 4.16.

(www) "Intellectual Property" means all intellectual property rights of any kind owned and/or licensed by any Seller and used in connection with the Business, including without limitation all U.S., Canadian and foreign Software, Copyrights, Patents, Trademarks, Trade Secrets, Domain Name Registrations, all rights to privacy and personal information, and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing, and all applications and registrations for any of the foregoing.

(xxxx) "Inventory" means inventory, finished goods, raw materials, packaging, supplies, parts, and stocks of diesel fuel and other gasoline products.

(yyyy) "Investment Canada Act" means the Investment Canada Act, RSC 1985, c 28 (1st Supp), as amended, and includes the regulations thereunder.

(zzzz) "IRS" means the United States Internal Revenue Service.

(aaaa) "Knowledge of Sellers" or "Sellers' Knowledge" (or words of similar import) mean the actual knowledge of any of Ross Kinnear, Derrick Waters, Jazmine Estacio, and Linda Burtwistle after a reasonable review of the relevant records and reasonable inquiry of their direct reports related to the applicable subject matter.

(bbbb) "Leased Real Property" means the leased real property listed or described on Schedule 4.7(b), including any Improvements to such Leased Real Property.

(cccc) "Leases" means leases, license agreements and permit agreements with respect to the Leased Real Property.

(dddd) "Legal Requirement" means any Order, constitution, law, principle of common law, regulation, statute or treaty of any Governmental Authority.

(eeee) "Lenders" means the lenders from time-to-time party to the Credit Agreement.

(fffff) “Liability” means any debt, loss, Claim, damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise), and including all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

(ggggg) “Liquidating Purchaser” has the meaning set forth in Section 7.5(a).

(hhhhh) “Material Adverse Effect” means any fact, event, development, circumstance, occurrence or effect (collectively, “Effect”) that individually or in combination with any other Effects (i) has a material adverse effect on the condition (financial or otherwise), on the business, assets, properties, liabilities, operations or results of operations of the Business or the Purchased Assets, taken as a whole; provided, however, that none of the following shall be taken into account in determining whether there has been, is, or would reasonably be expected to be a Material Adverse Effect for purposes of this clause (i): (A) changes in general economic or political conditions, (B) changes in applicable Legal Requirements, (C) changes generally affecting the industry in which the Sellers operate, (D) acts of war, sabotage or terrorism, (E) (1) the commencement of the Bankruptcy Case or the events and conditions related or leading up thereto, (2) the effects that customarily result from the commencement of a case under chapter 11 of the Bankruptcy Code, and (3) any defaults under agreements as a result of the commencement of the Bankruptcy Case that have no effect under the terms of the Bankruptcy Code or where the exercise of remedies as a result of such defaults are stayed under the Bankruptcy Code, (F) any failure by Sellers to meet any internal or published budgets, projections or forecasts (it being understood that the underlying causes of such failure, to the extent not otherwise excluded by other clauses of this definition, may be taken into account in determining the occurrence of a Material Adverse Effect), or (G) any action taken (or omitted to be taken) by Sellers (x) that is expressly required by this Agreement or (y) at the express written request of Purchaser; provided, further, however, that, with respect to clauses (A), (B), (C), and (D), such Effect shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent it has a disproportionate adverse effect on the Business or the Purchased Assets, taken as a whole, relative to other participants in the industries in which the Sellers operate; or (ii) that prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Sellers to consummate the transactions contemplated by this Agreement.

(iiiiii) “Material Contracts” has the meaning specified in Section 4.12.

(jjjjj) “Material Permits” has the meaning specified in Section 4.8(a).

(kkkkk) “Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA.

(lllll) “Newco Canada” has the meaning specified in the preamble.

(mmmmm) “Newco USA” has the meaning specified in the preamble.

(nnnnn) “Non-Core Purchaser” has the meaning specified in Section 7.5(b).

(ooooo) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

(ppppp) “Ordinary Course of Business” means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the applicable Seller in the ordinary and usual course) through the date hereof, consistent with past practice and operations.

(qqqqq) “Organizational Documents” means, with respect to any Person (other than an individual), (i) the certificate or articles of association, incorporation, organization, merger, amalgamation, limited partnership or limited liability company, or constitution or memorandum and articles of association and any joint venture, limited liability company, operating, stockholders or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person; and (ii) all bylaws of such Person and voting agreements to which such Person is a party relating to the organization or governance of such Person.

(rrrrr) “Owned Real Property” means, specifically excluding any Excluded Asset, all real property owned by Sellers identified in Schedule 4.7(a)(i) and Schedule 2.1(A), together with all of Sellers’ right, title and interest in and to the following: (i) all buildings, structures, systems, hereditaments and Improvements located on such real property owned by Sellers; (ii) all Improvements on such real property owned by Sellers; and (iii) all easements, if any, in or upon such real property owned by Sellers, licenses and all rights-of-way, beneficial easements, licenses, and other rights, privileges and appurtenances belonging or in any way pertaining to such real property owned by Sellers.

(sssss) “Party” or “Parties” means, individually or collectively, the Purchaser and Sellers.

(ttttt) “Patents” means United States, Canadian and foreign inventorship rights and patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, technology, inventions (whether or not patentable or reduced to practice), and improvements thereto.

(uuuuu) “PBGC” means Pension Benefit Guaranty Corporation.

(vvvvv) “Permits” means all franchises, grants, authorizations, registrations, licenses, permits (including operating permits), easements, variances, exceptions, consents, certificates, approvals, clearances and orders of any Governmental Authority that are necessary for Sellers to own, lease and operate its properties and assets or to carry on the Business as it is now being conducted.

(wwwww) “Permitted Access Parties” has the meaning specified in Section 7.5(a).

(xxxxx) “Permitted Encumbrances” means with respect to the Business and Purchased Assets (i) Encumbrances that constitute Assumed Liabilities, (ii) statutory liens for current Taxes and assessments (A) not yet due and payable, including liens for ad valorem Taxes and statutory liens not yet due and payable arising other than by reason of any default by a Seller, or (B) being contested in good faith by appropriate proceedings and, in each case of clauses (A) and (B), for which adequate reserves have been made and which statutory liens shall be released from the Purchased Assets at the Closing, (iii) landlords’, carriers’, warehousemen’s, mechanics’, suppliers’, materialmen’s, repairmen’s liens or other similar Encumbrances that, in each case, are not material to the Business with respect to amounts not yet overdue and that do not arise from a breach, default or violation by any Seller of any Contract or Legal Requirement, (iv) easements, covenants, conditions, restrictions and other similar matters of record affecting any Leased Real Property or Owned Real Property that do not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto, (v) any Encumbrance or Claim affecting any Leased Real Property (or the owner, lessor or lessee thereof) that does not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto; provided, that, in each case enumerated in this definition, such Encumbrance shall only be a Permitted Encumbrance if it cannot be satisfied solely through the payment of money or otherwise removed, discharged, released or transferred, as the case may be, pursuant to section 363(f) of the Bankruptcy Code or otherwise, (vi) Encumbrances under the Assumed Debt Credit Documents with respect to the Assumed Secured Debt, and (vii) any Encumbrances that will be released as of the Closing.

(yyyyy) “Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

(zzzzz) “Personal Information” means (a) “personally identifiable information,” “personal information” or “protected data,” as such terms, or similar terms in purpose or effect, may be defined under any Privacy and Security Laws, or (b) any other information that, whether on its own or together with any other information, can be used to identify, contact or locate any individual, or any computer or other device used by such individual

(aaaaa) “Petition Date” has the meaning specified in the recitals.

(bbbbb) “Post-Close Filings” has the meaning specified in Section 7.5.

(ccccc) “Post-Closing Tax Period” means any taxable period beginning on the day after the Closing Date and the portion of any Straddle Period beginning on the day after the Closing Date.

(ddddd) “Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and the portion of any Straddle Period through the end of the Closing Date.

(eeeee) “Prepayments/Deposits” means deposits collected by Sellers from customers of the Business with respect to services rendered by Sellers to such customers.

(ffffff) “Prepetition Senior Debt” means Indebtedness under the Prepetition Senior Loan Documents.

(gggggg) “Prepetition Senior Loan Documents” means the Credit Agreement and the other Financing Documents (as defined therein).

(hhhhhh) “Privacy and Security Laws” means all federal, state or international Legal Requirements relating to the collection, use, disclosure, transfer, storage, protection, maintenance, transmission, encryption, access to or privacy or security of Personal Information, including all Legal Requirements relating to (a) data or systems breach notification and (b) marketing to, communicating with or collecting payments from individuals.

(iiiiii) “Privacy and Security Requirements” means (a) all Privacy and Security Laws applicable to the Business, (b) all Contracts to which any Seller is a party or otherwise bound relating to the use, transfer, privacy or security of Company Data, Business Systems or financial transactions, (c) all applicable industry security standards (including, to the extent applicable, the Payment Card Industry Data Security Standard, as amended from time to time) relating to the security or integrity of Company Data, Business Systems or financial transactions and (d) all Company Privacy Policies and the Data Protection Policies.

(jjjjjj) “Privacy Consents” means all explicit or implied consents provided to Seller by its customers or prospective customers, suppliers, employees or other users, respecting any agreement regarding the handling of Personal Information; or regarding the receipt of commercial electronic messages or the installation of computer programs, within the meaning of CASL.

(kkkkkk) “Purchase Price” has the meaning specified in Section 3.1.

(llllll) “Purchased Assets” has the meaning specified in Section 2.1.

(mmmmmm) “Purchased Deposits” means all deposits and prepayments made by Sellers with respect to the operation of the Business under an Assumed Contract or Assumed Real Property Lease, including security deposits for rent (including such deposits made by Sellers, as lessee, or to Sellers, as lessor, in connection with the Assumed Real Property Leases), deposits made with respect to vehicle operating leases to the extent related to the Purchased Assets (pro-rated for the actual number of vehicles included in Purchased Assets) and prepaid charges and expenses of, and advance payments made by, Sellers, with respect to the operation of the Business, other than the Utility Escrow and any deposits or prepaid charges and expenses paid in connection with or relating primarily to any Excluded Assets or any Excluded Liability. For the avoidance of doubt, Purchased Deposits includes only those deposits and payments made pursuant to an Assumed Contract or Assumed Real Property Lease, and then, only to the extent applicable to the period of time after the Closing Date.

(nnnnnn) “Purchased Vehicles” has the meaning specified in Section 2.1(s).

(oooooo) “Purchaser” has the meaning specified in the preamble.

(pppppp) “QST” means the Quebec sales tax imposed under Title I of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1, as amended, and the regulations promulgated thereunder.

(qqqqqq) “Qualifying Offer” has the meaning specified in Section 7.2(b).

(rrrrrr) “Quebec Employees” means employees of the Sellers employed principally in respect of the Purchased Assets in the province of Quebec.

(ssssss) “Regulated Substances” means all substances, compounds, chemicals, or other materials that are now or ever have been defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or other words of similar import, under any Environmental Law, or that are regulated pursuant to or for which liability or standards of care are imposed under any Environmental Law, including any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, and petroleum and petroleum products (including waste petroleum and petroleum products).

(tttttt) “Reimbursement Amount” means an amount equal to the reasonable and documented out-of-pocket fees and expenses of the Purchaser incurred in connection with this Agreement and all associated documentation and due diligence related hereto (including, without limitation, reasonable fees and expenses of the Purchaser’s accounting, tax, environmental, legal and other advisors), in an aggregate amount not to exceed \$1,150,000, which amount shall be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order

(uuuuuu) “Release” means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Regulated Substances through or in the air, soil, surface water, groundwater or property.

(vvvvvv) “Replacement Plan” has the meaning specified in Section 7.2(d)(i)

(wwwwww) “Representative” means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(xxxxxx) “Sale Hearing” means the hearing at which the Bankruptcy Court considers approval of the Sale Order pursuant to sections 105, 363, 365, and 1113(a) of the Bankruptcy Code.

(yyyyyy) “Sale Order” means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit E (with such other changes as may be acceptable in form and substance to Purchaser and reasonably acceptable to the Administrative Agent and DIP Agent), pursuant to, inter alia, sections 105, 363, 365, and 1113(a) of the Bankruptcy Code (i) authorizing and approving, inter alia, the sale of the Purchased Assets to the Purchaser on the terms and conditions set forth herein free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances), the assumption and assignment of the Assumed Liabilities, and the assumption and assignment of the Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases to the Purchaser and (ii) containing certain findings of facts, including a finding that the Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

(zzzzzz) “Savings Plan” has the meaning specified in Section 7.2(d)(i)(C).

(aaaaaaa) “Schedules” means the disclosure schedules attached hereto as may be amended or modified from time to time as agreed by Sellers and Purchaser that Sellers have prepared and delivered to the Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, the Assumed Liabilities and other matters with respect to the Sellers as set forth therein.

(bbbbbbb) “Secured Debt” means collectively the Prepetition Senior Debt and Indebtedness under the DIP Credit Agreement.

(ccccccc) “Seller Employees” means the employees (active and inactive) of Sellers set forth on Schedule 1.1(cccccc), which includes all Quebec Employees, together with any persons who are hired by a Seller after the date hereof for the operation of the Business in accordance with the terms hereof which Schedule 1.1(cccccc) will be updated by Sellers five (5) Business Days prior to Closing and again the Business Day prior to Closing.

(ddddddd) “Seller Plan” means (i) all “employee benefit plans” (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, including all employee benefit plans that are “pension plans” (as defined in Section 3(2) of ERISA) and all employee benefit plans that are “welfare benefit plans” (as defined in Section 3(1) of ERISA) and any other employee benefit or compensation arrangements or payroll practices (including, but not limited to, termination pay, pay in lieu of notice, severance pay, vacation pay, company awards, salary continuation for disability, sick leave, death benefit, hospitalization, welfare benefit, group or individual health, dental, medical, life, insurance, survivor benefit, deferred compensation, profit sharing, retention, pension, retirement, retiree medical, supplemental retirement, supplemental unemployment benefit, supplemental income, bonus, commissions or other incentive compensation, stock or other equity or equity-based compensation plans, arrangements or policies) of Sellers and (ii) all employment, termination, notice, payment in lieu of notice, bonus, incentive, commission, severance, change in control or other similar contracts, agreements or arrangements, in each case to which a Seller is a party, with respect to which any Seller has any Liability, that are maintained by a Seller or any ERISA Affiliate, or to which a Seller contributes or is obligated to contribute with respect to Seller’s current or former equity holders, directors, officers, consultants and employees, in each case that covers one or more Seller Employees.

(eeeeeee) “Sellers” has the meaning specified in the preamble.

(ffffff) “Software” means all computer software programs (whether in source code, object code, or other form), including systems and platforms of software programs, and databases owned and/or licensed by any Seller and used in connection with the Business, including all databases, compilations, tool sets, compilers, higher level or “proprietary” languages, and related documentation, technical manuals and materials.

(ggggggg) “STB” has the meaning specified in Section 6.3(b).

(hhhhhhh) “Straddle Period” means any taxable period that includes but does not end on the Closing Date.

(iiiiiii) “Tax” or “Taxes” (and with correlative meaning, “Taxable” and “Taxing”) means any federal, state, provincial, territorial, municipal, local, foreign or other income, alternative, minimum, alternative minimum, add-on minimum, franchise, capital stock, net worth, capital, profits, intangibles, inventory, windfall profits, gross receipts, value added, sales, use, goods and services, harmonized sales, GST/HST, QST, retail, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, rent, occupancy, license, occupational, employment (including Canada Pension Plan and provincial pension plan contributions, provincial health plan contributions, insurance contributions, unemployment insurance contributions, parental insurance premiums and deductions at source), social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy, contribution, deemed overpayment of taxes or obligation to repay an amount in respect of any COVID-19 related loan program or direct or indirect wage, rent or other subsidy offered by a Governmental Authority, or other governmental charge or assessment or deficiencies thereof (including all interest, penalties and fines thereon and additions thereto whether disputed or not).

(jjjjjjj) “Tax Return” means any return, report, election, or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax including any combined, consolidated or unitary returns of any group of entities.

(kkkkkkk) “Termination Date” has the meaning specified in Section 9.1(c).

(lllllll) “Third Party Intellectual Property” means all (i) intellectual property rights of any kind owned by a third party, (ii) all rights to privacy and Personal Information of any kind owned by a third party, and (iii) all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing; in each case that are used by any Seller in connection with the Business.

(mmmmmmm) “Title IV Plan” has the meaning specified in Section 4.14(a).

(nnnnnnn) “Trade Secrets” means confidential and proprietary information and trade secrets (including ideas, research and development, know-how, formulae, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

(ooooooo) “Trademarks” means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing.

(ppppppp) “Transferred Information” has the meaning specified in Section 6.2(a).

(qqqqqqq) “Transfer Taxes” has the meaning specified in Section 7.1(b).

(rrrrrr) “Transportation Laws” means all U.S. and non-U.S. Legal Requirements intended to prohibit, restrict or regulate actions and activities of motor passenger carriers.

(ssssss) “United States” and “U.S.” mean the United States of America.

(tttttt) “User Data” means any data or information collected by or on behalf of any of the Sellers from users of any Company Website.

(uuuuuuu) “Utility Escrow” means the adequate assurance deposit made by Sellers in connection with the continued provision of post-petition utility services pursuant to an order of the Bankruptcy Court.

(vvvvvvv) “Vehicles” means all motor vehicles, trucks and other rolling stock and all assignable warranties related thereto.

(wwwwwww) “Waived Avoidance Actions” means Avoidance Actions against (i) the holder of a trade payable assumed by the Purchaser hereunder in respect of such trade payable (ii) the counterparty to an Assumed Contract with respect to Assumed Liabilities relating to such Assumed Contract and (iii) the Lenders.

(xxxxxxx) “WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar applicable state or local Legal Requirements or similar Legal Requirements in other jurisdictions.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars, Exchange Rate. Any reference in this Agreement to \$ shall mean U.S. dollars. To the extent that any portion of the Purchase Price needs to be denominated in Canadian dollars in accordance with the applicable local Legal Requirements, then the U.S. denominated amount shall be converted into Canadian dollars using the noon spot exchange rate published by the Bank of Canada on the relevant date.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. All Exhibits and Schedules are subject to the mutual agreement of the Parties at the time of execution of this Agreement by all of the Parties, except as otherwise provided in Sections 2.1(b) and 2.1(c). Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only, shall include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement into Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

SECTION 2 **PURCHASE AND SALE**

2.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, each Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), all of such Seller’s right, title and interest in, to or under all of the following properties, contractual rights, rights, Claims and assets (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (herein collectively called the “Purchased Assets”), including, without limitation, the following (other than Excluded Assets):

(a) all Equipment owned by Sellers, including the Equipment listed on Schedule 2.1(a);

(b) all Contracts entered into by Sellers, including the Contracts listed or described on Schedule 2.1(b) under the heading “Contracts Being Assumed” (the “Assumed Contracts”); provided, however, that (i) the Purchaser may, in its absolute discretion, add any Contracts to Schedule 2.1(b) or redesignate any Contracts from under the heading “Contracts Being Rejected” to under the heading “Contracts Being Assumed” in accordance with the Bidding Procedures Order, and (ii) at any time prior to the Closing Date, the Purchaser may redesignate

any Contracts from under the heading “Contracts Being Assumed” to “Contracts Being Rejected” in accordance with the Bidding Procedures Order;

(c) all Leases, and rights thereunder, listed under the heading “Leases Being Assumed” on Schedule 2.1(c) (such Leases, the “Assumed Real Property Leases”); provided, however, that (i) the Purchaser may, in its absolute discretion, add any Leases of Leased Real Property to Schedule 2.1(c) or redesignate any Leases of Leased Real Property from under the heading “Leases Being Rejected” to under the heading “Leases Being Assumed” in accordance with the Bidding Procedures Order and (ii) at any time prior to the Closing Date, the Purchaser may redesignate any Leases from under the heading “Leases Being Assumed” to “Leases Being Rejected” in accordance with the Bidding Procedures Order;

(d) the Collective Bargaining Agreements listed on Schedule 2.1(d);

(e) to the extent transferable, the Permits set forth on Schedule 2.1(e) and pending applications therefor;

(f) the Intellectual Property set forth on Schedule 2.1(f) (including all goodwill associated therewith);

(g) all Documents of such Seller relating to any other Purchased Asset, except those (i) relating solely to any Excluded Asset or Excluded Liability; (ii) relating to employees of such Seller who are not Hired Employees; or (iii) the Organizational Documents of such Seller;

(h) all telephone and facsimile numbers and other directory listings, to the extent assignable and the right to receive and retain such Seller’s mail and other communications;

(i) the Purchased Deposits set forth on Schedule 2.1(i);

(j) insurance proceeds and insurance awards associated with the Purchased Assets and the Business receivable to the extent transferable and any other rights and claims under any insurance policies;

(k) the operating and capitalized equipment leases listed or described on Schedule 2.1(k) (the “Assumed Equipment Leases”);

(l) any rights, claims, credits, refunds, causes of action, choses in action, rights of recovery and rights of setoff of such Seller against third parties arising out of events occurring on or prior to the Closing Date, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers, contractors and any other Person relating to products sold, or services provided, to such Seller, including those claims set forth on Schedule 2.1(l);

(m) all goodwill and other intangible assets;

(n) any proprietary rights in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property or the Business, including memoranda, manuals, technical specifications and other records wherever created throughout the world, but excluding reports of accountants, investment bankers, crisis managers, turnaround consultants and financial advisors or consultants;

(o) the Waived Avoidance Actions; provided, that such Waived Avoidance Actions shall be waived by Sellers and the Purchaser prior to or as of Closing;

(p) all advertising, marketing and promotional materials, studies, reports and all other printed or written materials;

(q) all rights of such Seller under non-disclosure or confidentiality, non-disparagement, non-compete, or non-solicitation agreements with the Hired Employees or any employees of such Seller terminated within twelve (12) months prior to the Closing Date, or with any agents of such Seller or with third parties;

(r) without duplication to Section 2.1(b), the Seller Plans listed on Schedule 2.1(r) (the “Assumed Seller Plans”), the assets relating to the Assumed Seller Plans, and all rights and interests of such Seller under the Assumed Seller plans and the Assumed Contracts exclusively related thereto;

(s) the Vehicles and Contracts for leases of Vehicles listed on Schedule 2.1(s) (together with Vehicles listed on Schedule 2.1(A), the “Purchased Vehicles”);

(t) the rights to refunds or credits for Taxes with respect to a Straddle Period or Post-Closing Tax Period solely to the extent relating to Taxes arising out of ownership of the Purchased Assets (other than any refunds or credits that are Excluded Assets);

(u) Accounts Receivable associated with the Business;

(v) All Personal Information held by the Sellers and all Privacy Consents;

(w) the Owned Real Property;

(x) all D&O Claims;

(y) Inventory associated with the Business and located at sites identified on Schedules 4.7(a)(i) and 4.7(b); and

(z) the additional assets, properties, privileges, rights (including prepaid expenses) and interests of such Seller of every kind and description and wherever located, whether known or unknown, fixed or undetermined, accrued, absolute, contingent or otherwise, including those listed on Schedule 2.1(z); provided, however, none of the Parties hereto intends that the

Purchaser, or any of its Affiliates, shall be deemed to be a successor to Sellers with respect to the Purchased Assets;

In the event that any employees or Affiliates of any Seller owns (or is listed as the owner of record) or is in possession of any of the Purchased Assets, Sellers shall cause such employee or Affiliate to convey such interest to the Purchaser at the Closing. In furtherance and not in limitation of the foregoing, Sellers shall cause their Affiliates to transfer, assign, convey and deliver to a Seller prior to the Closing all of such Affiliates' right, title and interest in, to or under the assets set forth on Schedule 2.1(A), which shall upon such transfer, assignment, conveyance and delivery become Purchased Assets for all purposes hereunder. For the avoidance of doubt, neither the Sellers nor any of their respective Affiliates are selling, assigning, transferring, or conveying to the Purchaser any right, title or interest in any of the Excluded Assets pursuant to this Agreement or otherwise, and the Purchased Assets shall not include any of the Excluded Assets.

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Purchaser, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of this Agreement, the term "Excluded Assets" shall mean:

- (a) other than Purchased Deposits, all Cash and Cash Equivalents;
- (b) all shares of capital stock or other equity interest of any Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller;
- (c) all minute books, stock ledgers, corporate deals, stock certificates, and Organizational Documents of Sellers;
- (d) subject to the provisions of Section 2.1(b), any Contracts listed under the heading "Contracts Being Rejected" on Schedule 2.1(b) or any Contracts not listed or described under the heading "Contracts Being Assumed" on Schedule 2.1(b) (the "Excluded Contracts");
- (e) subject to the provisions of Section 2.1(c), all Leases of Leased Real Property, and rights thereunder, listed under the heading "Leases Being Rejected" on Schedule 2.1(c) or any Leases of Leased Real Property not listed or described under the heading "Leases Being Assumed" on Schedule 2.1(c) (the "Excluded Leases");
- (f) any rights, claims or causes of action of Sellers under this Agreement or the Ancillary Documents;
- (g) all receivables, claims or causes of action solely and exclusively related to any Excluded Asset or otherwise unrelated to the Business;
- (h) all insurance policies;
- (i) all Avoidance Actions other than Waived Avoidance Actions;

- (j) all Documents relating solely and exclusively to an Excluded Asset or an Excluded Liability;
- (k) Tax Returns and tax-related records of each Seller and any refund, credit, or other tax asset related to Taxes of any Seller;
- (l) the Utility Escrow;
- (m) all bank accounts of Sellers; and
- (n) other assets of Sellers as set forth on Schedule 2.2(n).

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Purchaser shall execute and deliver to Sellers the Assumption and Assignment Agreement pursuant to which the Purchaser shall assume and agree to discharge, when due (in accordance with its respective terms and subject to the respective conditions thereof), only the following Liabilities (without duplication) (collectively the “Assumed Liabilities”) and no others:

- (a) subject to Section 2.5(a), any and all Liabilities arising under the Assumed Contracts, Assumed Equipment Leases and the Assumed Real Property Leases, but only to the extent such Liabilities are to be performed after the Closing Date or arise after the Closing Date and related solely to events occurring after the Closing Date;
- (b) all other Liabilities arising out of the conduct of the Business or ownership of the Purchased Assets, but only to the extent such Liabilities first arise or accrue after the Closing Date and result from the post-Closing Date ownership and operation of the Purchased Assets by the Purchaser; provided, however, that the Purchaser shall assume all Liabilities related to any distributions required to be made after the Closing Date pursuant to the terms of any 401(k) plan listed on Schedule 2.1(r) or Legal Requirement applicable to all such plans;
- (c) all Cure Costs in an aggregate amount not to exceed \$6,000,000;
- (d) all Liabilities relating to or arising under the Seller Plans listed on Schedule 2.1(r), but only to the extent the Liabilities first arise or accrue after the Closing Date from the post-Closing Date ownership of the Purchased Assets by the Purchaser;
- (e) all Prepayments/Deposits outstanding as of the Closing Date set forth on Schedule 2.3(e);
- (f) Liabilities, including those Liabilities where checks and draws have been written or submitted prior to the close of business on the Closing Date but have not cleared prior to Closing, with respect to trade and vendor accounts payable arising in respect of goods or services received by any Seller in the Ordinary Course of Business arising after the Petition Date to the extent associated with the portion of Sellers’ business relating to the Purchased Assets and designated by the Purchaser prior to the Closing Date but only to the extent set forth on Schedule 2.3(f), which Schedule 2.3(f) will be updated by Sellers five (5) Business Days prior to Closing and again the Business Day prior to Closing;

(g) the Assumed Secured Debt;

(h) all Liabilities for Taxes arising out of the conduct of the Business or ownership of the Purchased Assets for any Post-Closing Tax Period and any Transfer Taxes allocable to Purchaser pursuant to Section 7.1(b); and

(i) all obligations first arising after the Closing under any Collective Bargaining Agreement identified in Schedule 2.1(d).

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities, the Purchaser shall not assume and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of Sellers or any of their Affiliates of any kind or nature whatsoever, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers (collectively the “Excluded Liabilities”). For the avoidance of doubt, the Excluded Liabilities with respect to Sellers include, but are not limited to, the following:

(a) any Liability of Sellers, arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including all finder’s or broker’s fees and expenses and any and all fees and expenses of any Representatives of Seller;

(b) any Liability related to any Action;

(c) any and all Liabilities for Taxes, including all employer portions of any payroll Taxes applicable in respect of the Liabilities described in Section 2.4(j) arising out of ownership of the Purchased Assets for any Pre-Closing Tax Period, and Transfer Taxes to the extent specifically allocable to Sellers pursuant to Section 7.1(b);

(d) any Liability incurred by Sellers or their respective directors, officers, stockholders, agents or employees (acting in such capacities) after the Closing Date;

(e) any Liability of Sellers to any Person on account of any Action that arose, and relates to facts, circumstances or events that existed or occurred, solely and exclusively before the Closing;

(f) any Liability to the extent relating to or arising out of the ownership or operation of an Excluded Asset;

(g) any Liability of Sellers under any Indebtedness, including Indebtedness under the Credit Agreement and the DIP Credit Agreement, any Indebtedness owed to any stockholder or other Affiliate of any Seller, and any Contract evidencing any such financing arrangement, but excluding the Assumed Secured Debt;

(h) the obligation to pay the amounts owed (and no other Liabilities) for goods or services received by any Seller in the Ordinary Course of Business in respect of any trade and vendor accounts payable arising after the Petition Date, other than any such Liabilities that are specified in this Agreement as Assumed Liabilities;

(i) all Liabilities under any Contract or Lease that is not an Assumed Contract, Assumed Equipment Lease, or Assumed Real Property Lease;

(j) except for those obligations of Purchaser set forth in Section 7.2, all Liabilities arising from or relating to the employment or service or termination of employment or service of any present or former employee or individual service provider of any Seller or any of its Affiliates who is not a Hired Employee, including without limitation any Seller Employee, in respect of any period of time whatsoever;

(k) all Liabilities arising from or relating to the employment or service or termination of employment or service of any Hired Employee, in respect of the period prior to the Closing Date;

(l) any Liability of Sellers under letters of credit and performance bonds;

(m) other than as specifically set forth herein, fees or expenses of Sellers incurred with respect to the transactions contemplated herein;

(n) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by Sellers' customers to a Seller on or before the Closing; (ii) did not arise in the Ordinary Course of Business; or (iii) are not validly and effectively assigned to Purchaser pursuant to this Agreement;

(o) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of any Seller (including with respect to any breach of fiduciary obligations by same);

(p) any liability or obligations arising out of or relating to the Sellers having been in violation of any Legal Requirement (including for greater certainty any consumer protection Legal Requirement or Privacy and Security Laws) at any time on or prior to Closing; and

(q) any Liabilities arising out of, in respect of or in connection with the failure by Sellers or any of their respective Affiliates to comply with any Legal Requirements or Order; and

(r) all Liabilities arising from or relating to any of Seller Plans which are not Assumed Seller Plans or Assumed Contracts exclusively related thereto, and all Liabilities arising from or relating to any of the Assumed Seller Plans or Assumed Contracts that are not Assumed Liabilities pursuant to Section 2.3(d).

2.5 Assignments; Cure Costs.

(a) Sellers shall transfer and assign all Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases (collectively, the "Assigned Contracts") to the Purchaser, and the Purchaser shall assume all Assigned Contracts, from Sellers, as of the Closing Date pursuant to section 365 and/or 1113(a) of the Bankruptcy Code and the Sale Order.

In connection with such assumption and assignment, the Purchaser shall cure all monetary defaults under such Assigned Contracts to the extent required by section 365(b) of the Bankruptcy Code (all such amounts, the “Cure Costs”). For the avoidance of doubt, the Purchaser shall pay all Cure Costs for each Assigned Contract in the Ordinary Course of Business post-Closing. The Cure Costs for each Assigned Contract as of the date hereof are set forth opposite the name of such Assigned Contract set forth on Schedule 2.5. Sellers shall provide an updated Schedule 2.5 containing any necessary updates to the Cure Costs no later than five (5) days prior to the anticipated Sale Hearing. For the avoidance of doubt, Purchaser shall not be responsible for curing any non-monetary defaults under any Assigned Contract.

(b) The Sale Order shall provide that as of the Closing, Sellers shall assign to the Purchaser the Assigned Contracts. The Assigned Contracts shall be identified by their name and their date (if available), the other party to the Assigned Contract, and the address of such party for notice purposes, all included on an exhibit attached to either the Bidding Procedures Motion or to any notice served in accordance with the Bidding Procedures Order. Such exhibit or notice shall also (i) set forth the amounts necessary to cure any defaults under each of the Assigned Contracts, as determined by the Seller party thereto based on such Seller’s books and records or as otherwise determined by the Bankruptcy Court, and (ii) delineate a procedure for transferring to the Purchaser the rights to any Purchased Deposits in the form of cash or letters of credit on deposit with the other party to any Assumed Real Property Lease.

(c) In the case of licenses, certificates, approvals, authorizations, Leases, Contracts and other commitments included in the Purchased Assets that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, subject to any approval of the Bankruptcy Court that may be required, and the terms set forth in Section 6.3, promptly cooperate with the Purchaser in any lawful and commercially reasonable arrangement under which the Purchaser would, to the extent practicable, obtain the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Purchaser, and this Agreement shall not operate as an assignment thereof in violation of any such license, certificate, approval, authorization, Lease, Contract or other commitment.

(d) Sellers shall comply with all requirements of section 1113(a) in respect of any Collective Bargaining Agreements associated with the Business and listed on Schedule 2.1(d).

2.6 Further Assurances. At the Closing, and at all times thereafter as may be necessary, Sellers (as applicable), each of their respective Affiliates, and the Purchaser shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in the Purchaser title to the Purchased Assets, including any Intellectual Property included in the Purchased Assets, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and such other instruments as shall be reasonably necessary to evidence the assignment by Sellers to the Purchaser or its designee of the Assumed Liabilities, including the Assigned Contracts. Sellers and the Purchaser shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby. At

the Closing, and at all times thereafter as may be necessary, the Purchaser shall reasonably cooperate with Sellers at Sellers' request and cost to facilitate the procurement, possession and return to Sellers of any Excluded Assets, including any equipment subject to an operating or capitalized lease that does not constitute an Assumed Equipment Lease.

2.7 Designated Purchaser. For the avoidance of doubt, pursuant to the terms and conditions of this Agreement, (i) Newco Canada shall acquire the Purchased Assets used in connection with the Business carried out in Canada, and assume the Assumed Liabilities arising in connection with the Business carried out in Canada, from the Canadian Sellers, and (ii) Newco USA shall acquire the Purchased Assets used in connection with the Business carried out in the U.S., and assume the Assumed Liabilities arising in connection with the Business carried out in the U.S., from the Sellers (other than the Canadian Sellers).

SECTION 3 **PURCHASE PRICE**

3.1 Purchase Price. Subject to the terms and conditions set forth in this Agreement, the purchase price to be paid by the Purchaser in exchange for the Purchased Assets (the "Purchase Price") shall be the sum of the following:

- (a) the aggregate amount of the Assumed Liabilities (including the amount of the Assumed Secured Debt); plus
- (b) the aggregate amount of the Cure Costs paid by the Purchaser in accordance with this Agreement.

3.2 Closing Date Payment. At the Closing, the Purchaser shall satisfy the Purchase Price as follows:

- (a) the Purchaser shall take the actions described in Section 3.3 with respect to the Good Faith Deposit;
- (b) the Purchaser shall pay directly to the obligees identified on Schedule 2.5 the Cure Costs in the Ordinary Course of Business post-Closing up to \$6,000,000; provided, however, that the Purchaser shall only be obligated to pay a Cure Cost if it has assumed the underlying Liability to such obligee under this Agreement; and
- (c) with respect to the Assumed Liabilities, the Purchaser shall assume such Assumed Liabilities at the Closing and satisfy such Assumed Liabilities in accordance with their terms.

3.3 Good Faith Deposit. The Purchaser has deposited into an escrow account (the "Escrow Account") with Young Conaway Stargatt & Taylor, LLP, as escrow agent (the "Escrow Holder") an amount equal to \$2,000,000 (the "Good Faith Deposit") in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of this Agreement by Sellers, the Good Faith Deposit shall become nonrefundable upon the termination of this Agreement by Sellers pursuant to Section 9.1(d) (which such

termination right is restricted, as provided below) and shall be refunded to the Purchaser upon the termination of this Agreement for any other reason (subject to Section 9.3). At the Closing, Sellers and the Purchaser shall instruct the Escrow Holder to release the Good Faith Deposit (and any interest or income accrued thereon) to Purchaser. In the event the Good Faith Deposit becomes nonrefundable as provided herein before the Closing by reason of a termination pursuant to Section 9.1(d) or the last sentence of Section 9.3, the Escrow Holder shall promptly disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated herein terminate in accordance with the termination provisions hereof by any reason other than pursuant to Section 9.1(d) (subject to Section 9.3), the Escrow Holder shall promptly return to the Purchaser the Good Faith Deposit (together with all income or interest accrued thereon).

3.4 Allocation of Purchase Price. Within 90 days following the Closing, Purchaser shall deliver to Sellers a schedule allocating the Purchase Price, Assumed Liabilities, and all other amounts treated as consideration for applicable tax purposes among the Purchased Assets in accordance with the principles set forth on Schedule 3.4 (the "Allocation"). Purchaser and Sellers shall cooperate in good faith to agree upon the Allocation within one-hundred twenty (120) days of the Closing Date, and Purchaser shall not take any position relating to the Allocation on any Tax Return, including Form 8594, or with any Governmental Authority without Sellers' prior written consent (such consent not be unreasonably withheld, conditioned, or delayed), except as required by law; provided that, if Purchaser and Seller cannot resolve any dispute with respect to the Allocation within one-hundred twenty (120) days of the Closing Date, each Party shall use its determination of the Allocation and neither Party shall be bound by the other Party's determination of the Allocation. In the event that any Governmental Authority disputes the Allocation, Sellers or the Purchaser, as the case may be, shall promptly notify the other Party of the nature of such dispute.

3.5 Closing Date. Upon the terms and conditions set forth in this Agreement the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby (the "Closing") shall take place at the offices of McGuireWoods located at 1251 6th Avenue, 20th Floor, New York, New York 10020, or alternatively, as Sellers and Purchaser may mutually agree, remotely via electronic delivery of documents and funds. The Closing shall occur as promptly as practicable, and at no time later than the third Business Day, following the date on which the conditions set forth in SECTION 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as the Purchaser and Sellers may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date."

3.6 Deliveries of the Purchaser. At or prior to the Closing, the Purchaser shall deliver to Sellers (or, if applicable, to the Administrative Agent or DIP Agent on behalf of the Lenders and DIP Lenders, respectively):

(a) the Assumption and Assignment Agreement, and each other Ancillary Document to which the Purchaser is a party, duly executed by the Purchaser;

(b) the officer's certificates required to be delivered pursuant to Section 8.3(a)(i) and (ii);

(c) the Assumed Debt Credit Documents, duly executed by the Purchaser and the other guarantors party thereto;

(d) if applicable, the documents and/or executed elections set out in Section 7.1; and

(e) such other assignments and instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request.

3.7 Deliveries of Sellers. At or prior to the Closing, Sellers shall deliver to the Purchaser:

(a) the Bills of Sale, the Assumption and Assignment Agreement and each other Ancillary Document to which a Seller is a party, duly executed by each Seller;

(b) instruments of assignment of the Copyrights (the "Assignment of Copyrights"), Trademarks (the "Assignment of Trademarks") and Domain Name Registrations (the "Assignment of Domain Names") that are owned by each Seller and included in the Purchased Assets, if any, duly executed by the applicable Sellers, in form for recordation with the appropriate Governmental Authorities, in form and substance reasonably acceptable to the Parties, and any other assignments or instruments with respect to any Intellectual Property included in the Purchased Assets for which an assignment or instrument is required to assign, transfer and convey such assets to the Purchaser;

(c) a copy of the Sale Order entered by the Bankruptcy Court;

(d) a copy of the Canadian Sale Recognition Order entered by the Canadian Court;

(e) the officer's certificate required to be delivered pursuant to Section 8.2(a)(i), (ii) and (iii);

(f) a complete and duly executed IRS Form W-9 by each Seller that is not a Canadian Seller and form W8-BEN-E by each Canadian Seller, if and as applicable;

(g) instruments of assumption and assignment of the Assumed Real Property Leases in form and substance reasonably acceptable to the Parties (the "Assumption and Assignment of Leases"), duly executed by the applicable Sellers, in form for recordation with the appropriate public land records, if necessary, and any other related documentation or instruments necessary for the conveyance of any Assumed Real Property Lease;

(h) (i) all lease files for the Assumed Real Property Leases (including copies of any plans of the Leased Real Property that is the subject of any Assumed Real Property Lease), and (ii) keys or the access codes for any electronic security system located at the Leased Real Property that is the subject of any Assumed Real Property Lease;

(i) a certificate of good standing, or equivalent document, for each Seller, as certified as of a recent date by the applicable Governmental Authority;

(j) a certificate of an authorized Person of each Seller, dated the Closing Date, in form and substance reasonably satisfactory to the Purchaser, as to, with respect to such Seller, (i) such Seller's authorization to execute and perform its obligations under this Agreement and the Ancillary Documents to which such Seller is a party; and (ii) incumbency and signatures of the authorized Persons of such Seller executing this Agreement and any such Ancillary Documents;

(k) all instruments and documents necessary to release any and all Encumbrances (other than Permitted Encumbrances), including appropriate UCC financing statement amendments (including termination statements);

(l) if applicable, the documents and/or executed elections set out in Section 7.1; and

(m) such other documents and instruments as the Purchaser may reasonably require in order to effectuate the transactions contemplated by this Agreement.

SECTION 4 **REPRESENTATIONS AND WARRANTIES OF SELLERS**

As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, except as set forth in the Schedules, each Seller hereby jointly and severally represents and warrants to the Purchaser as of the date hereof and as of the Closing as follows:

4.1 Organization of Sellers. Each Seller is an entity duly incorporated or organized, as the case may be, validly existing and in good standing (where such concept is recognized under applicable Legal Requirements) under the Legal Requirements of its jurisdiction of incorporation or formation and, except as a result of the Bankruptcy Case, has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties (including the Purchased Assets) and to carry on its business (including the Business) as it is now being conducted and to perform its obligations hereunder and under any Ancillary Document, in each case, except as a result of the Bankruptcy Case, the Canadian Recognition Case (solely in respect of the Canadian Sellers) or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Subsidiaries. Except as set forth on Schedule 4.2, no Seller has any subsidiaries.

4.3 Authority of Sellers; No Conflict; Required Filings and Consents.

(a) Subject to (i) the Bankruptcy Case and to the extent that the Bankruptcy Court approval is required, including the Sale Order, and (ii) solely in respect of the Canadian Sellers, the Canadian Recognition Case and to the extent that any the Court approval is required, including the Canadian Sale Recognition Order, (A) each Seller has full power and authority to execute, deliver and perform its obligations under, and consummate the transactions contemplated by, this Agreement and each of the Ancillary Documents to which such Seller is a party, and to sell, transfer and assign the Purchased Assets to the Purchaser in accordance with the terms of this Agreement, (B) the execution, delivery and performance of this Agreement and such Ancillary Documents by such Seller, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required corporate (or equivalent) action on the part of such Seller and do not require any authorization or consent of any shareholders or members of such Seller that has not been obtained, and (C) this Agreement has been duly authorized, executed and delivered by such Seller and is the legal, valid and binding obligation of such Seller enforceable in accordance with its terms, and each of the Ancillary Documents to which such Seller is a party has been duly authorized by such Seller and upon execution and delivery by such Seller, will be a legal, valid and binding obligation of such Seller enforceable in accordance with its terms.

(b) Except for (i) the Bankruptcy Cases and to the extent that any Bankruptcy Court approval is required, including the Sale Order, and (ii) solely in respect of the Canadian Sellers, the Canadian Recognition Case and to the extent that any Canadian Court approval is required, including the Canadian Recognition Sale Order, and subject to receipt of the Governmental Consents, none of the execution and delivery of this Agreement or any of the Ancillary Documents by each Seller, the consummation by such Seller of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by such Seller, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or loss of a material benefit, or result in the creation of any Encumbrance on any of the Purchased Assets (in each case with or without notice or lapse of time or both), under (i) any Organizational Document of such Seller, (ii) any Permits of such Seller, (iii) any Order to which such Seller is bound or any Purchased Asset is subject, (iv) any Legal Requirement affecting such Seller or the Purchased Assets, and (v) except as set forth on Schedule 4.3(b), any Assigned Contracts, subject to the payment of the Cure Costs.

4.4 Financial Statements. (a) A complete copy of the audited financial statements consisting of the balance sheet of Project Kenwood Acquisition, LLC as at December 31 in the year 2022 and the related statements of income and retained earnings, stockholders' equity and cash flow for the year then ended (the "Audited Financial Statements") and (b) unaudited financial statements of the business constituting the Purchased Assets consisting of statements of income for the twelve month period ending December 31, 2023, and the three-month period ending March 31, 2024 (the (b) being considered, the "Business Financial Statements") have been delivered to Purchaser. The Business Financial Statements are provided in accordance with GAAP. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of revenue and expenses during the reported period. Actual results could differ from those estimates.

4.5 Title to the Purchased Assets; Sufficiency

(a) Sellers have good and valid title to, or, in the case of property leased or licensed by Sellers or its subsidiaries, a valid and subsisting leasehold interest in or a legal, valid and enforceable licensed interest in or right to use, all of the Purchased Assets, and, upon delivery to the Purchaser on the Closing Date of the instruments of transfer contemplated by Section 3.7, and subject to the terms of the Sale Order, will deliver the Purchased Assets free and clear of all Liabilities or Encumbrances, except for the Assumed Liabilities and Permitted Encumbrances.

(b) Except as set forth on Schedule 4.5(i), (i) (A) the buildings, plants, and structures on the Owned Real Property or the Leased Real Property for which a Seller is responsible for maintenance are structurally sound, and (B) the furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property (which for buses shall include only active in service buses) included in the Purchased Assets are in good operating condition and repair, and are adequate for the uses to which they are being put, and (ii) none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Except for (1) Excluded Contracts and Excluded leases; (2) the Seller Plans that are Excluded Assets; (3) Seller Employees to whom Purchaser does not offer employment pursuant to Section 7.2 of this Agreement; (4) the insurance policies and bank accounts of the Sellers that are not assumed by the Purchaser, and (5) letters of credit and performance bonds, 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 and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

4.6 Consent and Approvals. In addition to the Sale Order, Schedule 4.6 sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority or of any other Person, and each declaration to or filing or registration with any such Governmental Authority, that is required in connection with the execution and delivery of this Agreement and the Ancillary Documents by Sellers or the performance by Sellers of their obligations thereunder (together with the Sale Order, the "Governmental Consents").

4.7 Real Property.

(a) Owned Real Property. Schedule 4.7(a)(i) sets forth an accurate and complete list of the Owned Real Property (including street address and owner). Except for Permitted Encumbrances and except as set forth on Schedule 4.7(a)(i), at the Closing, Sellers will have good and marketable title in the Owned Real Property set forth on Schedule 4.7(a)(i). Except for Permitted Encumbrances and Encumbrances that will be removed pursuant to the Sale Order, at the Closing the Owned Real Property will not be subject to any other Encumbrances. Except as set forth on Schedule 4.7(a)(ii), there are no pending or, to Sellers' Knowledge, threatened condemnation proceedings relating to any of the Owned Real Property. No Seller has received any written notice from any Governmental Authority that any of the Improvements on the Owned Real Property or Sellers' use of the Owned Real Property violates any use or occupancy restrictions, any covenant of record or any zoning or building Legal Requirements. There is no party other than the Sellers in possession of any portion of the Owned Real Property, there are no options or rights of first refusal to purchase any portion of the Owned Real Property and no Contract grants any

Person (other than the Sellers or the Purchaser) the right of use or occupancy of any portion of the Owned Real Property, other than Permitted Encumbrances and matters disclosed in Schedule 4.7(a)(i). The Sellers have delivered to the Purchaser complete copies of all deeds and existing title insurance policies and, to the extent in the Sellers' possession, surveys of or pertaining to the Owned Real Property.

(b) Leased Real Property. Schedule 4.7(b) sets forth a true and complete list of (i) all Leases with respect to which a Seller is a lessee, sublessee, licensee or permittee (including all amendments, renewals, extensions, modifications or supplements thereto) and (ii) all Leases with respect to which a Seller is a lessor, in each case related to the Business (including all amendments, renewals, extensions, modifications or supplements thereto). All of the Assumed Real Property Leases are in full force and effect and are valid and enforceable against the Sellers, and, to the Knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Legal Requirements of general applicability relating to or affecting creditor's rights. No Seller has unilaterally released or waived any of its rights under any of the Assumed Real Property Leases to which it is a party. To the Sellers' Knowledge, no party to any Lease has committed any material violation, breach or default of any Lease other than a failure to pay (or failure to pay on time) amounts owed under such Lease. No Lease is subject to any Encumbrance, except Permitted Encumbrances. The Sellers have delivered to the Purchaser materially complete copies of each Lease (including all amendments, renewals, extensions, modifications or supplements thereto).

4.8 Regulatory Matters; Permits.

(a) All of the material Permits held by Sellers for the ownership and operation of the Business are in full force and effect (collectively, the "Material Permits"). Schedule 4.8(a) sets forth a true, complete and correct list of all Material Permits held by Sellers as of the Agreement Date.

(b) Sellers are in material compliance with their respective obligations under each of the Material Permits, and no condition exists that without notice or lapse of time or both would constitute a default under, or a violation of, any Material Permit except for such failures to be in compliance or defaults that would not have, individually or in the aggregate, a Material Adverse Effect.

(c) Each Material Permit is valid and in full force and effect and there is no Action, notice of violation, order of forfeiture or complaint against Sellers relating to any of the Material Permits pending or to the Knowledge of Sellers, threatened, before any Governmental Authority.

4.9 Litigation. Except as set forth on Schedule 4.9, as of the date hereof:

(a) there is no Action with a claim amount exceeding \$25,000 pending or, to the Knowledge of Sellers, threatened against a Seller (with respect to the Business) or any of the Purchased Assets or the Business that if resolved adversely to a Seller would result in or that

would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect; and

(b) there is no Order against a Seller (with respect to the Business), the Purchased Assets or any of the Assumed Liabilities that would result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

4.10 Vehicles.

(a) Schedule 4.10(a) contains the following information as of the date hereof:

(i) a list of all Purchased Vehicles; and

(ii) for each Purchased Vehicle, (A) owner or lessee thereof, (B) whether such Purchased Vehicle is owned or leased, (C) the respective vehicle identification number or equivalent thereof, (D) the manufacturer and model year, and (E) VIN Number.

(b) To Sellers' Knowledge, none of the Purchased Vehicles has been the subject of theft, loss, casualty, or destruction (except for such thefts, losses, casualties, and destruction that are within the range customarily experienced in the Ordinary Course of Business and would not result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect).

4.11 Intellectual Property; Data Privacy and Cybersecurity.

(a) Schedule 4.11(a) sets forth a true, correct and complete list, in all material respects, of all U.S. and foreign (i) issued Patents and pending applications for Patents; (ii) registered Trademarks and pending applications for Trademarks; (iii) registered Copyrights and pending applications for Copyrights; (iv) Software proprietary to any of the Sellers that is used in connection with the Business; and (v) all Domain Name Registrations, in each case that is owned by any Seller and used in connection with the Business. Sellers (x) own, or otherwise have a valid right to use, all of the Intellectual Property used in connection with the Business, and (y) exclusively own the Intellectual Property set forth on Schedule 4.11(a), and all such Intellectual Property is subsisting and, to the Knowledge of Sellers, valid and enforceable. Other than as set forth on Schedule 4.11(a), none of the Sellers is obligated to pay royalties to any Person for the use of any Intellectual Property, excluding royalties for the use of Software that is generally commercially available on standard terms.

(b) To the Knowledge of Sellers, (i) the operation and conduct of the Business by Sellers as currently conducted does not infringe, misappropriate or otherwise violate any Third Party Intellectual Property, and there has been no such claim or Action asserted or threatened in writing that has not been finally resolved, and (ii) no Person (including without limitation any current or former officer, director, employee, affiliate or contractor of any Seller), is infringing, misappropriating or otherwise violating any Intellectual Property owned by any Seller, or to which any Seller has any exclusive license in the operation of the Business, and no such claims or Actions have been asserted or threatened in writing that have not been finally resolved. There are no proceedings, investigations or governmental orders pending or, to the Knowledge of Sellers,

threatened against any Seller which challenge (A) the validity or ownership of any Intellectual Property owned by Sellers or (B) Sellers' right to use any Third Party Intellectual Property.

(c) Sellers have taken commercially reasonable measures to protect the confidentiality of their respective Trade Secrets, and there has not been any disclosure by any Seller of any material Trade Secret or other confidential or proprietary Intellectual Property.

(d) Schedule 4.11(d) sets forth a complete and accurate list of all Contracts granting Sellers rights in, or including grants to Sellers of rights in, Third Party Intellectual Property used in the operation of the Business. Except as set forth on Schedule 4.11(d), there are no Contracts, consents or stipulations to which any of the Sellers is subject which would prevent Purchaser after the Closing Date from using any of the Intellectual Property currently used in the operation of the Business, in connection with the operation of the Business as currently conducted.

(e) No item of the Intellectual Property set forth on Schedule 4.11(a) is subject to any proceeding or outstanding Order, stipulation or agreement restricting in any manner the use, transfer or licensing thereof by Sellers; and all necessary registration, maintenance and renewal fees currently due in connection with the registered and applied for the foregoing have been made and all necessary documents, recordations and certifications in connection with such items have been filed with the relevant patent, copyright, trademark or other authority in the United States and foreign jurisdictions, as the case may be, for the purpose of maintaining such Intellectual Property and maintaining Sellers' interest in and to the same.

(f) Since January 1, 2021, no Seller nor, to the Knowledge of the Sellers, any vendor of any Seller that has handled or had access to any Company Data or Business Systems, has experienced a Data Breach. Since January 1, 2021, no Seller has received any written or, to the Knowledge of the Sellers, oral claim or notice from any Person that a Data Breach may have occurred or is being investigated. Except as set forth in Schedule 4.11(f)(i), since January 1, 2021, Sellers have collected, stored, retained, maintained, transferred, destroyed and otherwise used all Company Data, and Sellers protect the security and integrity of their Company Data, Business Systems and financial transactions, in each case, in compliance in all material respects with all Privacy and Security Requirements. Except as set forth in Schedule 4.11(f)(ii), since January 1, 2021, no Seller has received any written or, to the Knowledge of the Sellers, oral claim or notice from any Person alleging that a Seller is not in compliance with any Privacy and Security Requirement. In connection with the Business, and except for the jurisdictions identified on Schedule 4.11(f)(iii), Sellers do not collect or transmit, and have not collected or transmitted, any Personal Information outside of the United States that would subject any Seller to any international Privacy and Security Laws. Since January 1, 2021, each Seller (i) has implemented and maintains commercially reasonable administrative, technical and physical safeguards, including the adoption, implementation and maintenance of a written information security program, incident response plan, vendor management policy and disaster recovery and business continuity practices, in each case designed to ensure the protection of Company Data, Business Systems and financial transactions against loss, interruption of use, destruction, damage and unauthorized access, use, acquisition and disclosure; (ii) performs routine vulnerability scans on its Business Systems; (iii) timely installs software security patches and other fixes to identified material information security vulnerabilities and (iv) maintains commercially reasonable cybersecurity insurance. Neither the execution, delivery or performance of this Agreement, nor the consummation of the

transactions contemplated herein, will violate any Privacy and Security Requirement, or require the consent of or notice to any Person with respect to the use or transfer of such Person's Personal Information. The Business Systems are reasonably sufficient in all material respects for the operation of the Business. With respect to the Business Systems, the Sellers have taken reasonable steps to provide for the back-up and recovery of all data and information necessary to the operation of the Purchased Assets.

4.12 Material Contracts and Agreements. Schedule 4.12 sets forth a list of all of the Assumed Contracts pursuant to which a Seller receives payment and a list of all Assumed Contracts pursuant to which a Seller makes payment to the counterparty (together, the "Material Contracts"). All of the Material Contracts are in full force and effect and are valid and enforceable against the applicable Seller, and, to the Knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Legal Requirements of general applicability relating to or affecting creditor's rights. No Seller, or to Seller's Knowledge, any other party to any Material Contract is in breach of or default under (or is alleged to be in breach of or default under) in any material respect or has provided any notice of any intention to terminate any Material Contract other than a failure to pay (or failure to pay on time) amounts owed under such Material Contract. Materially complete and correct copies of all Material Contracts have been made available to Purchaser. There are no material disputes pending or threatened under any Material Contract. No Seller has unilaterally released or waived any of its rights under any of the Material Contracts to which it is a party.

4.13 Labor Relations. Schedule 4.13(i) identifies any collective bargaining agreement covering Seller Employees to which any Seller is a party (the "Collective Bargaining Agreements"). Except as would not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate, (a) each Seller is in compliance with all Legal Requirements applicable to the Seller Employees respecting employment and employment practices, employment standards, terms and conditions of employment, employment equity, occupational health and safety, workers compensation, and wages and hours (including those relating to exempt/non-exempt classification of employees); (b) no Seller has engaged in any unfair labor practice and no Seller has received written notice of any unfair labor practice complaint pending before any Governmental Authority with respect to any of the Seller Employees; (c) no Seller has received notice that any pending representation petition, certification, or interim certification respecting the Seller Employees has been filed with any Governmental Authority; (d) the applicable Seller is in compliance with its obligations under the Collective Bargaining Agreements; (e) to Seller's Knowledge, no Action arising out of or under the Collective Bargaining Agreement, or in respect of any Seller Employees, is pending against any Seller; and (f) there is no labor strike, slowdown, work stoppage, or lockout actually pending or, to Sellers' Knowledge, threatened against any Seller in respect of the Purchased Assets. Except as set forth on Schedule 4.13(ii), there are no Contracts with any Seller Employee for employment or for severance, termination, retention, change of control or similar payments other than employment Contracts for indefinite duration that are terminable without cause (and without any obligations arising from such termination without cause).

4.14 Employee Benefits.

(a) Schedule 4.14(a) lists each Seller Plan (or any benefit plans, programs or arrangements of an ERISA Affiliate that would be a Seller Plan if such ERISA Affiliate were a Seller) (i) that is, or has been within the past six (6) years, a “pension plan” (as defined in Section 3(2) of ERISA) that is or was subject to Title IV Plan or subject to Sections 412 or 430 of the Code; (the “Title IV Plan”) (ii) that is maintained by more than one employer within the meaning of Section 413(c) of the Code; or (iii) that is subject to Sections 4063 or 4064 of ERISA. No Seller Plan is (A) a “multiple employer welfare arrangement” as defined in Section 3(40) of ERISA; or (B) an “employee pension benefit plan” (within the meaning of Section 3(2) of ERISA) that is not intended to be qualified under Section 401(a) of the Code.

(b) (i) No Seller or ERISA Affiliate has terminated any Title IV Plan or a Canadian Defined Benefit Plan within the last six (6) years or incurred any outstanding liability under Section 4062 of ERISA to the PBGC, or to a trustee appointed under Section 4042 of ERISA; (ii) all premiums due to the PBGC with respect to the Title IV Plans (excluding any Multiemployer Plan) set forth in Schedule 4.14(a) have been timely and completely paid; (iii) no Seller or ERISA Affiliate has filed a notice of intent to terminate any Title IV Plan set forth in Schedule 4.14(a) and has not adopted any amendment to treat such Title IV Plan as terminated, except to the extent expressly contemplated by this Agreement; and (iv) the PBGC has not instituted, or to Sellers’ Knowledge, threatened to institute, proceedings to treat any Title IV Plan set forth in Schedule 4.14(a) as terminated.

(c) No Seller nor any ERISA Affiliate has, within the past six (6) years, withdrawn from a Multiemployer Plan in a “complete withdrawal” or a “partial withdrawal” as defined in Sections 4203 and 4205 of ERISA, respectively, so as to result in an unsatisfied liability, contingent or otherwise (including the obligations pursuant to an agreement entered into in accordance with Section 4204 of ERISA), of a Seller or such ERISA Affiliate, except to the extent expressly contemplated by this Agreement.

(d) Schedule 4.14(d) sets forth each Seller Plan. For each Seller Plan or Multiemployer Plan that is sponsored by a Seller or an ERISA Affiliate, Sellers have made available to the Purchaser a copy of such plan (or a description thereof if such plan is not written). Seller has made available to the Purchaser true and complete copies of the following documents, including all amendments thereto, relating to each Seller Plan that is sponsored by Seller or an ERISA Affiliate (but, for the avoidance of doubt, not for Seller Plans to which Seller or an ERISA Affiliate contribute but that are not sponsored by Seller or an ERISA Affiliate), to the extent applicable: (i) copies of the most IRS determination letter or advisory or opinion letter with respect to each such Seller Plan intended to qualify under Section 401(a) of the Code; (ii) copies of the most recent (A) summary plan descriptions and all material modifications thereto and (B) member booklets provided to the Seller Employees performing services in Canada (in English and in French, where prepared in both languages); (iii) all trust agreements, insurance Contracts and other documents relating to the funding or payment of benefits under any Seller Plan; (iv) the non-discrimination testing results for the past three (3) plan years; (v) any material correspondence with any Governmental Authority with respect to any Seller Plan; (vi) the Forms 1094 and 1095 for the past three (3) years; and (vii) the most recent actuarial reports, letters of credit, financial statements and asset statements.

(e) Each Seller Plan has been maintained in form and operation, in compliance, in all material respects, with the terms of such Seller Plan and the requirements prescribed by all statutes, orders, or governmental rules or regulations currently in effect, including ERISA the Code, and the *Canadian Tax Act*, as applicable to such Seller Plan. Each Seller Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter or, with respect to a prototype or volume submitter plan, can rely on an opinion letter from the IRS to the prototype or volume submitter plan sponsor, to the effect that such plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Section 401(a) and 501(a), respectively, of the Code; and nothing has occurred since the date of such determination or opinion letter that could adversely affect the qualified status of any Seller Plan.

(f) Except as set forth on Schedule 4.14(f), there do not exist any pending or, to the Sellers' Knowledge, threatened claims (other than routine claims for benefits), suits, actions, disputes, audits, or investigations with respect to any of the Seller Plans or any fiduciary or assets thereof. The Seller has not participated in any voluntary compliance or self-correction program established by the IRS under the Employee Plans Compliance Resolution System, or entered into a closing agreement with the IRS with respect to the form or operation of any Seller Plan.

(g) Each Seller Plan that is a "group health plan" within the meaning of Section 5000(b)(1) of the Code is in compliance with the applicable requirements of the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, including the market reform mandates and the information reporting rules. The Seller has offered minimum essential health coverage, satisfying affordability and minimum value requirements, to its full-time employees sufficient to avoid liability for assessable payments under Sections 4980H(a) and 4980H(b) of the Code. The Seller has complied with the applicable reporting requirements under Sections 6055 and 6056 of the Code.

(h) Neither the Seller nor any ERISA Affiliate (i) have any obligation to provide health benefits to any employee following termination of employment, except continuation coverage required under Section 4980B of the Code (or equivalent state Law) with costs for such coverage paid solely by such employee; or (ii) provides health and welfare benefits with respect to any current or former participant employed or engaged, or last employed or engaged, in Canada following such participant's retirement or other termination of service, except to the minimum extent required by applicable Canadian employment standards legislation.

(i) There have been no prohibited transactions or breaches of any of the duties imposed on "fiduciaries" (within the meaning of Section 3(21) of ERISA) by ERISA with respect to the Seller Plans that could reasonably result in any liability or excise tax under ERISA or the Code being imposed on any Seller.

(j) Each Seller Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings, and proposed and final regulations) thereunder; and Sellers do not have any obligation to "gross up" any Person for any Taxes under Section 409A of the Code.

(k) Neither the execution and delivery of this Agreement by Sellers nor the consummation of the transactions contemplated hereby will: (i) entitle any current or former employee of Sellers to severance pay, unemployment compensation, benefits, incentive compensation, or any similar payment; (ii) accelerate the time of payment or vesting or increase the amount of any compensation due to any such employee or former employee; (iii) require any contributions or payments to fund any obligations under any Seller Plan; or (iv) directly or indirectly result in any payment made to or on behalf of any Person to constitute a “parachute payment” within the meaning of Section 280G of the Code; and the Seller does not have any obligation to “gross up” any Person for any Taxes under Section 4999 of the Code.

(l) No Seller Plan is, has ever been, or is intended to be (i) a “registered pension plan” as defined in subsection 248(1) of the *Canadian Tax Act* that contains a “defined benefit provision” as defined in subsection 147.1(1) of the *Canadian Tax Act* (each, a “Canadian Defined Benefit Plan”); (ii) a “multi-employer plan” as defined in subsection 147.1(1) of the *Canadian Tax Act*; (iii) a “deferred profit sharing plan” as defined in subsection 248(1) of the *Canadian Tax Act*; or (iv) an “employee life and health trust” as defined in subsection 248(1) of the *Canadian Tax Act*.

(m) No Seller Plan is intended to be or has ever been found or alleged by a Governmental Authority to be a “salary deferral arrangement” within the meaning of the *Canadian Tax Act* or a “retirement compensation arrangement” as defined in subsection 248(1) of the *Canadian Tax Act*.

4.15 Brokers. Except for Houlihan Lokey, 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 Ancillary Document based upon arrangements made by or on behalf of Seller.

4.16 Insurance. Schedule 4.16 sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers’ compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Seller or its Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the “Insurance Policies”); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since January 1, 2020. Except as set forth on Schedule 4.16, there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of the Insurance Policies. All premiums due on the Insurance Policies have either been paid or, if not yet due, accrued. All the Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. Except with respect to those Insurance Policies renewed within the last forty-five (45) days (copies of which have not yet been provided to Sellers), true and complete copies of the Insurance Policies have been made available to Purchaser.

4.17 Inventory. All Inventory consists of a quality and quantity usable and salable in the Ordinary Course of Business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory that is owned by Sellers, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of Sellers.

4.18 Accounts Receivable. The Accounts Receivable (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice. The reserve for bad debts shown on the accounting records of the Sellers have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

4.19 Environmental. Except as set forth on Schedule 4.19:

(a) Sellers are currently, and for the past five (5) years have been, in compliance in all material respects with all applicable Environmental Laws and Permits authorized or issued pursuant to any Environmental Laws.

(b) Sellers have not released, and to the Knowledge of Sellers there has been no Release, of any Regulated Substances on, at, under, or from the Owned Real Property or Leased Real Property in material violation of Environmental Laws or in a manner giving rise to material liability under Environmental Laws, in each case as to one or more of Sellers.

(c) There are no pending or unresolved claims or legal proceedings in connection with any actual or alleged violations of or liability under any Environmental Law, and, within the past five (5) years, Sellers have not received written notice of any pending or threatened claims by any Governmental Authority, or received written notice of threatened legal proceedings, alleging material violations of or material liability under any Environmental Law, in each case with respect to the Owned Real Property or the Leased Real Property or the operations undertaken by Sellers thereon.

(d) Sellers have made available to Purchaser all material environmental reports, investigations, assessments, and audits possessed or under the control of the Sellers and related to the environmental condition of the Owned Real Property or Leased Real Property or any facilities located thereon.

(e) To the Knowledge of Sellers, none of the Owned Real Property or Leased Real Property is subject to the New Jersey Industrial Site Recovery Act, or any rules or regulations promulgated thereunder.

4.20 Tax. Except as set forth on Schedule 4.20, each Seller has prepared and duly and timely filed all material Tax Returns required to be filed by it (taking into account extensions) with respect to the Business and the Purchased Assets, and all such Tax Returns are true, complete, and

correct in all material respects. Each Seller has paid all material Taxes which were due and payable by it within the time required by applicable Legal Requirement or made adequate provision in the Business Financial Statements for such material Taxes, other than such Taxes the nonpayment of which is required under applicable Legal Requirements. None of the Sellers is subject to any audits or investigations relating to the payment of or failure to pay a material amount of Taxes with respect to the Business or the Purchased Assets. Each Canadian Seller has duly and timely deducted, charged, collected or withheld all material Taxes required by applicable Legal Requirements to be deducted, charged, collected or withheld by it (taking into account extensions) with respect to the Business and the Purchased Assets, and has paid or remitted such amounts to the appropriate Governmental Authority when due or made adequate provision in the Business Financial Statements for such material Taxes, other than such Taxes the nonpayment of which is required under applicable Legal Requirements, in the form required under applicable Legal Requirements.

4.21 NO OTHER REPRESENTATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4 (AS MODIFIED BY THE SCHEDULES), NO SELLER MAKES ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING THE PURCHASED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR THE BUSINESS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLERS NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF ANY SELLER.

SECTION 5 **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser hereby represents and warrants to Sellers as of the date hereof and as of the Closing as follows:

5.1 Organization and Authority of the Purchaser. (a) Each of Newco USA and Newco Canada is an entity duly incorporated or organized, as the case may be, validly existing and in good standing (where such concept is recognized under applicable Legal Requirement) under the Legal Requirements of its jurisdiction of incorporation or formation and has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted and to perform its obligations hereunder and under any Ancillary Document to which it is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by the Purchaser have been duly authorized and approved by all required action on the part of the Purchaser and do not require any further authorization or consent of the Purchaser or its members. This Agreement has been duly authorized, executed and delivered by the Purchaser and is the legal, valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms, and each Ancillary Document to which the Purchaser is a party has been duly authorized by the Purchaser and upon

execution and delivery by the Purchaser will be a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar Legal Requirements affecting creditors rights generally.

(b) Neither the execution and delivery of this Agreement or any of such Ancillary Documents nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (A) the Purchaser's Organizational Documents, (B) any Order to which the Purchaser is a party or by which it is bound or (C) any Legal Requirement affecting the Purchaser; or

(ii) require the approval, consent, authorization or act of, or the making by the Purchaser of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court and other applicable Governmental Authorities.

5.2 Litigation. There are no pending or, to the knowledge of the Purchaser, threatened Actions by any Person or Governmental Authority against or relating to the Purchaser (or any Affiliate of the Purchaser) or by the Purchaser or their respective assets or properties are or may be bound that, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement and the Ancillary Documents to which it is a party, for the Purchaser to assume and perform the Assumed Liabilities or for the Purchaser to consummate on a timely basis the transactions contemplated hereby or thereby.

5.3 No Brokers. Except as set forth on Schedule 5.3, neither the Purchaser nor any Person acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement for which a Seller is or will become liable, and the Purchaser shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

5.4 Adequate Assurances Regarding Assigned Contracts; Good Faith. As of the Closing, the Purchaser will be capable of satisfying the conditions contained in section 365(b)(1)(C) of the Bankruptcy Code with respect to the Assigned Contracts. To the Purchaser's knowledge, there exist no facts or circumstances that would cause, or be reasonably expected to cause, the Purchaser and/or its Affiliates not to qualify as "good faith" purchasers under section 363(m) of the Bankruptcy Code.

5.5 Ownership of Sellers. Neither Purchaser nor any Affiliate thereof holds directly or indirectly, any beneficial or other ownership interest in any Seller or their respective securities.

5.6 Financial Capability.

(a) Debt Commitment Letter.

(i) The Purchaser has delivered to Sellers a true, accurate and complete copy of the fully executed debt commitment letter dated the date hereof, including all amendments, exhibits, attachments, appendices and schedules thereto as of the date hereof (the “Debt Commitment Letter”) from the Lenders and the DIP Lenders, relating to the commitment of the Lenders and the DIP Lenders, upon the terms and subject to the conditions set forth therein, to lend Purchaser the Assumed Secured Debt and the other amounts set forth therein (the “Debt Financing”) for the purpose of consummating the transactions contemplated hereby and the other matters set forth therein; provided that, the economic terms in a copy of any fee letter delivered pursuant hereto may be redacted.

(b) Conditions Precedent; Contingencies. Except as expressly set forth in the Debt Commitment Letter, there are (i) no conditions precedent to the obligations of the counterparties thereto to provide the full amount of the Debt Financing; and (ii) no contingencies that would permit the parties thereto to modify the terms and conditions of the Debt Financing. Other than the Debt Commitment Letters, there are no other Contracts or other undertakings between any of the providers of the Debt Financing or their respective Affiliates, on the one hand, and Purchaser and its Affiliates, on the other hand, with respect to the Debt Financing (other than a fee letter with the providers of the Debt Financing, a redacted copy of which has been provided to Sellers).

(c) Sufficient Funds. Assuming the conditions set forth in Sections 8.1 and 8.2 are satisfied, the Debt Financing, when funded and consummated in accordance with the Debt Commitment Letter, including with respect to the Assumed Secured Debt, shall provide Purchaser with acquisition financing on the Closing Date that is sufficient to consummate the transactions contemplated hereby and fund all costs and expenses required to be paid by Purchaser at the Closing.

(d) Validity. As of the date hereof, the Debt Commitment Letters (i) is in full force and effect and is a legal, valid, binding and enforceable obligation of the Purchaser, Equity Investor and, to the knowledge of the Purchaser, Lenders and the DIP Lenders, as applicable, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Legal Requirements affecting creditors’ rights generally and except insofar as the availability of equitable remedies may be limited by applicable Legal Requirements, and (ii) has not been withdrawn or terminated or otherwise amended or modified in any respect, and no amendment or modification thereof is contemplated. As of the date hereof, neither the Purchaser, nor to the knowledge of the Purchaser, any other party to any of the Debt Commitment Letter is in default or breach of the Debt Commitment Letter.

5.7 Investment Canada Act. The Purchaser is a “WTO investor” that is not a “state-owned enterprise” within the meaning of the Investment Canada Act.

5.8 No Inducement or Reliance: Independent Assessment. The Purchaser acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person

(including the Administrative Agent, the DIP Agent, the Lenders and the DIP Lenders) is making, and the Purchaser is not relying on, any representations or warranties whatsoever, statutory, expressed or implied, written or oral, at law or in equity, beyond those expressly made by Sellers in Section 4 hereof (as modified by the Schedules). The Purchaser acknowledges that, except as expressly set forth in Section 4 (as modified by the Schedules), none of the Sellers or any of their respective Affiliates nor any other Person has, directly or indirectly, made any representation or warranty, statutory, expressed or implied, written or oral, at law or in equity, as to the accuracy or completeness of any information that any Seller furnished or made available to the Purchaser and its Representatives in respect of the Purchased Assets, and Sellers' operations, assets, stock, Liabilities, condition (financial or otherwise) or prospects. The Purchaser acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person (including the Administrative Agent, the DIP Agent, the Lenders and the DIP Lenders), directly or indirectly, has made, and the Purchaser has not relied on, any representation or warranty, whether written or oral, regarding the pro-forma financial information, financial projections or other forward-looking statements of Seller, and the Purchaser will make no claim with respect thereto. The Purchaser acknowledges that, except for the representations and warranties expressly made by Sellers in Section 4 hereof (as modified by the Schedules) the Purchased Assets are being transferred on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis. None of Sellers or any other Person (including any officer, director, member or partner of Sellers or any of their Affiliates) shall have or be subject to any liability to the Purchaser, or any other Person, resulting from the Purchaser's use of any information, documents or material made available to the Purchaser in any "data rooms," management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby or by the other Ancillary Documents, except for the representations and warranties expressly made by Sellers in Section 4 hereof (as modified by the Schedules).

SECTION 6

ACTION PRIOR TO THE CLOSING DATE

6.1 Access to Information.

(a) Sellers agree that, between the Agreement Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms, Sellers shall (i) permit the Purchaser's Representatives reasonable access during regular business hours and upon reasonable notice, to the offices, properties, agreements and other documentation and financial records of Sellers relating to the Business, the Purchased Assets, the Assumed Liabilities and/or the Seller Employees to the extent the Purchaser reasonably requests provided access shall not include any invasive testing of any Leased Real Property or Owned Real Property; and (ii) permit the Purchaser's Representatives to contact, or engage in any discussions or otherwise communicate with, the Seller Employees, and reasonably cooperate with the Purchaser's Representatives in facilitating such communications (including by way of on-site visits and interviews). Sellers shall use commercially reasonable efforts to cause their respective Representatives to reasonably cooperate with the Purchaser and the Purchaser's Representatives in connection with such investigations and examinations, and the Purchaser shall, and use its commercially reasonable efforts to cause its Representatives to, reasonably cooperate with the Sellers and their Representatives, and shall use their commercially reasonable efforts to minimize any disruption to the operation of the Business or the Purchased Assets. All confidential documents

and information concerning the Business furnished to the Purchaser or its Representatives in connection with the transactions contemplated by this Agreement and the other Ancillary Documents are subject to the terms and conditions of that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc.

(b) Notwithstanding the foregoing but subject in all respects to the Bidding Procedures Order, this Section 6.1 shall not require any Seller to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Sellers, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which any Seller is a party or cause any privilege (including attorney-client privilege) or work product protection that any Seller would be entitled to assert to be waived, (ii) any information that is competitively sensitive, or (iii) if the Sellers, on the one hand, and the Purchaser or any of its Affiliates, on the other hand, are adverse parties in any Action, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so would not (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege or work product protection to be undermined with respect to such information and in the case of clause (ii), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so could reasonably (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary “clean-room” arrangements pursuant to which non-employee Representatives of the Purchaser could be provided access to such information.

6.2 Transferred Personal Information.

(a) For purposes of this Section 6.2, “Transferred Information” means the Personal Information to be disclosed or conveyed to the Purchaser by or on behalf of the Sellers as a result of or in conjunction with the transaction contemplated herein and includes all such Personal Information disclosed to the Purchaser on or prior to the Closing Date.

(b) Prior to the Closing Date, the Purchaser covenants and agrees to: (i) use and disclose the Transferred Information solely: (A) for the purpose of reviewing and completing the transaction contemplated herein, including for the purpose of determining to complete such transaction; and (B) where the determination is made to proceed with the transaction, to complete it; (ii) to protect the Transferred Information by security safeguards appropriate to the sensitivity of the information; and (iii) return or destroy the Transferred Information, at the option of the Seller, should the transaction contemplated herein not be completed.

(c) Following the Closing Date, the Purchaser covenants and agrees to: (i) use and disclose the Transferred Information solely for those purposes for which consent was obtained by the Sellers, or as otherwise required or permitted by applicable Legal Requirements, unless further consent is obtained by the Sellers from the individuals in question; and (ii) notify the individuals to whom the Transferred Information relates, within a reasonable period of time after the Closing Date, that the transaction has been completed and that the Transferred Information has been disclosed to the Purchaser.

(d) The Sellers covenant and agree to inform the Purchaser of the purposes for the collection, use and disclosure of the Transferred Information with respect to which consent was obtained from the individuals to which such information relates if Purchaser collects and records when consent was obtained and when it was not.

6.3 Governmental Approvals.

(a) Without prejudice to the Purchaser's obligations set forth in Section 6.3(c) and subject to the terms and conditions of this Agreement, Sellers and the Purchaser agree to use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate actions, to do, or cause to be done, and assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including to satisfy the respective conditions set forth in SECTION 8.

(b) In furtherance and not in limitation of the foregoing, Sellers and the Purchaser agree:

(i) to comply promptly with all Legal Requirements that may be imposed on it with respect to this Agreement and the transactions contemplated hereby by (A) the Surface Transportation Board established under 49 U.S.C. ss.10101 et seq. or any successor agency (the "STB"), including filing, or causing to be filed, as promptly as practicable but in any event within ten Business Days of the Agreement Date, any required notification and report forms, (B) the Federal Motor Carrier Safety Administration ("FMCSA") and/or (C) any Governmental Authority;

(ii) to supply as promptly as practicable any additional information and documentary material that may be requested by the STB or the FMCSA and/or any other Governmental Authority, and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods under the regulations of the STB; and

(iii) to obtain any consent of the STB or FMCSA, or other Governmental Authority required to be obtained or made by Sellers or the Purchaser, or any of their respective Affiliates in connection with the transactions contemplated hereby or the taking of any action contemplated by this Agreement.

(c) Without limiting the generality of the undertakings in subsection (a) of this Section 6.3 and subject to appropriate confidentiality protections and applicable Legal Requirements, Sellers and the Purchaser shall each cooperate with each other and furnish to the other such necessary information and reasonable assistance as the other Party may request in connection with the foregoing and, subject to applicable Legal Requirements, shall each promptly provide counsel for the other Party with copies of all filings made by such Party, and all correspondence between such party (and its Representatives) with the STB, FMCSA, or other Governmental Authority and any other information supplied by such Party and such Party's Affiliates to the STB, FMCSA, or other Governmental Authority in connection with this Agreement and the transactions contemplated hereby. Each Party shall, subject to applicable Legal Requirements, permit counsel for the other Party to review in advance any proposed written communication to the STB, FMCSA, or other Governmental Authority and consult with each other

in advance of any meeting or telephone conference with, the STB, FMCSA, or other Governmental Authority or, in connection with any Action by a private party, with any other Person, and to the extent permitted by the STB, FMCSA or other Person or Governmental Authority, give the other Party the opportunity to attend and participate in such meetings and telephone conferences, in each case in connection with any Action relating to the transactions contemplated hereby; provided, however, that no Party hereto shall be required to provide any other Party with copies of confidential documents or information included in its filings and submissions required by the STB, provided, further, that a Party hereto may request entry into a joint defense agreement as a condition to providing any such materials and that, upon receipt of that request, the Parties shall work in good faith to enter into a joint defense agreement to create and preserve attorney-client privilege in a form and in substance mutually acceptable to the Parties.

(d) The filing fees under the regulations of the STB or FMCSA shall be borne solely by the Purchaser.

6.4 Conduct of Business Prior to the Closing Date. From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms of Section 9 hereof, Sellers shall maintain, operate, and carry on the Business only in the Ordinary Course of Business, except as otherwise expressly required by this Agreement or the Bankruptcy Case or with the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Consistent with the foregoing and to the extent permitted or required in the Bankruptcy Case, Sellers shall use commercially reasonable efforts to (a) continue operating the Business as a going concern, and (b) maintain the Purchased Assets and the assets and properties of, or used by, Sellers relating to the Business consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court. In a manner that is reasonable and consistent with a debtor in possession, Sellers shall use commercially reasonable efforts to maintain the Purchased Vehicles in good operating condition, reasonable wear and tear excepted. Notwithstanding anything to the contrary in this Section 6.4, the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of this Section 6.4. Without limiting the foregoing, without the prior written consent of Purchaser, except as set forth in Schedule 6.4, each Seller agrees that it shall not take any of the following actions (as each pertains to or is related to the Purchased Assets or the Assumed Liabilities):

(a) fail to perform any obligations, make any material modification, amendment or extension with respect to any Assigned Contract or terminate any Assigned Contract;

(b) cancel, terminate, fail to file to renew or maintain, materially amend, modify or change any Permit;

(c) except to the extent consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court, fail to pay debts and other obligations of arising out of the Purchased Assets (other than Taxes) arising after the Petition Date when due;

(d) except to the extent consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court, fail to pay Taxes with respect to the Purchased Assets arising after the Petition Date for which Purchaser would be liable (other than Taxes not yet due and payable);

(e) fail to continue to perform all requirements for eligibility to recover/receive economic benefits/support pursuant to the Statewide Mass Transportation Operating Assistance Program;

(f) fail to timely pay each Seller Employee all wages (including overtime, other paid time off and vacation pay) owed to such Persons;

(g) terminate except for just cause the employment of any Seller Employee earning an annual compensation of \$100,000 or more; or

(h) sell, assign, transfer, convey, license or dispose of any Purchased Assets or incur any Encumbrances on any Purchased Assets (other than Permitted Encumbrances) or allow any Purchased Assets to become subject to any Encumbrance (other than Permitted Encumbrances).

6.5 Notification of Breach; Disclosure. Each Party shall promptly notify the other of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement) that would constitute a failure of a closing condition set forth in Section 8. During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this Section 6.5 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

6.6 Insurance. Until the Closing, Sellers shall continue in full force and effect, without modification, all Insurance Policies identified on Schedule 4.16, except as required by applicable Legal Requirements.

6.7 Bankruptcy Court Approval; Procedures.

(a) Sellers and the Purchaser acknowledge that this Agreement and the sale of the Purchased Assets will be subject to Bankruptcy Court approval and entry of the Sale Order and, solely in respect of the Canadian Sellers, the Canadian Court approval and entry of the Canadian Sale Recognition Order, following the commencement of the Bankruptcy Case and the Canadian Recognition Case. Sellers and the Purchaser acknowledge that (i) to obtain the approval of the Bankruptcy Court under the Bankruptcy Case, Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court and, if necessary, conducting an

auction in respect of the Purchased Assets, and (ii) the Purchaser must provide adequate assurance of future performance under the Assigned Contracts.

(b) Purchaser understands and agrees that, as of the commencement of the Bankruptcy Case, Sellers are debtors in possession in bankruptcy and will conduct a sale process (including an Auction, if necessary) and that Sellers may use this Agreement as the base bid for the Purchased Assets in accordance with the Bidding Procedures. The Purchaser shall be entitled but not obligated to participate in any auction beyond its base bid pursuant to this Agreement and the Bidding Procedures Order.

(c) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Sale Order or the Canadian Sale Recognition Order, Sellers shall promptly notify the Purchaser of such appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice of appeal or order of stay. Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from such orders.

(d) Sellers shall give notice of the transactions contemplated by this Agreement in such manner as the Bidding Procedures Order shall require, and to such additional Persons as the Purchaser reasonably requests in writing in advance of the Sale Order being entered.

(e) At the Closing on the Closing Date and as provided in this Agreement and the Sale Order, all Waived Avoidance Actions will be deemed to be waived and the Purchaser shall take no action to pursue and enforce any Waived Avoidance Action.

6.8 Bankruptcy Filings.

(a) From and after the date hereof, prior to filing any papers or pleadings in the Bankruptcy Case or in the Canadian Recognition Case that relate, in whole or in part, to this Agreement or the Purchaser, Sellers shall provide the Purchaser with a copy of such papers or pleadings and obtain prior written consent by Purchaser to the same before filing any such papers or pleadings with the Bankruptcy Court in respect of the Bankruptcy Case or the Canadian Court in respect of the Canadian Recognition Case.

(b) Sellers shall file such motions or pleadings as may be appropriate or necessary to: (i) assume and assign the Assigned Contracts (including but not limited to the Collective Bargaining Agreements set forth in Schedule 2.1(d)); and (ii) subject to the consent of the Purchaser determine the amount of the Cure Costs; provided that nothing herein shall preclude Sellers, following service of the Assumption Notice, from filing such motions to reject any Contracts or Leases that are not listed on Schedule 2.5 or that have been designated for rejection by the Purchaser.

6.9 Vehicle Titles. Sellers shall deliver, or cause to be delivered, at the Closing, all certificates of title and title transfer documents to all titled Purchased Vehicles.

6.10 Schedule Updates. From time to time prior to the Closing Date, Sellers may deliver to the Purchaser any new schedules or supplement or amend the Schedules with respect to any matter that, if existing, occurring or known as of the date hereof, would have been required to be set forth or described in the Schedules. Any disclosure in any such supplement shall not be deemed

to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Section 8 have been satisfied. Notwithstanding anything in this Section 6.10 to the contrary, in no event will Sellers be permitted to supplement or amend any Schedules without the prior written consent of the Purchaser and any such supplements or amendments will not be deemed to modify any Schedules other than (x) the Schedules required under Section 4 or (y) as contemplated by the last paragraph of Section 2.1.

6.11 Financing. Purchaser shall use its commercially reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all commercially reasonable things necessary, proper or advisable to arrange and consummate the Debt Financing at the Closing on the terms and conditions set forth in the Debt Commitment Letter, including using commercially reasonable efforts to: (i) comply with and maintain the Debt Commitment Letter in effect, (ii) negotiate and enter into definitive agreements with respect thereto, (iii) comply with and perform the obligations applicable to it pursuant to such Debt Commitment Letter, (iv) draw down on and consummate the Debt Financing if the conditions to the availability of the Debt Financing have been satisfied or waived, provided, however, that the Purchaser shall not be required to commence or pursue litigation, and Sellers do not have the right to compel the Purchaser to commence or pursue litigation, to enforce the obligations of Lenders or the DIP Lenders to fund the Debt Financing, and (v) satisfy on a timely basis all conditions applicable to it in such definitive agreements that are within its control. Purchaser shall not replace, amend or waive the Debt Commitment Letter or any provision thereof without Sellers' prior written consent.

6.12 Pension Plan Termination; Modification of Collective Bargaining Agreements. Sellers shall take all necessary action to terminate any Seller Plan that is a "pension plan" (as defined in Section 3(2) of ERISA) that is not a Multiemployer Plan, regardless of whether such "pension plan" is associated with the Purchased Assets. Sellers shall take all necessary action to withdraw from any Seller Plan that is a Multiemployer Plan, regardless of whether such Multiemployer Plan is associated with the Purchased Assets. To the extent any Collective Bargaining Agreement provides for or relates to any such "pension plan," Sellers shall cause such Collective Bargaining Agreement to be amended to remove any nexus between such Collective Bargaining Agreement and such "pension plan." In the event that Sellers cannot obtain a consensual amendment to any such Collective Bargaining Agreement, Sellers shall seek an order of the Bankruptcy Code rejecting such Collective Bargaining Agreement in accordance with section 1113 of the Bankruptcy Code. For the avoidance of doubt, no Collective Bargaining Agreement providing for any liabilities or obligations in respect of any "pension plan" (as defined in Section 3(2) of ERISA) will be an Assigned Contract.

6.13 Statewide Transportation Operating Assistance Program. Each of Purchaser and Seller shall use their commercially reasonable efforts to take, or cause to be taken, all commercially reasonable actions and do, or cause to be done, all commercially reasonable things necessary, proper or advisable to arrange for the continued receipt by Purchaser of funds from the Statewide Transportation Operating Assistance Program in the amounts received by Seller.

SECTION 7
ADDITIONAL AGREEMENTS

7.1 Taxes.

(a) All real property taxes, personal property taxes and other ad valorem taxes levied with respect to the Purchased Assets (other than Transfer Taxes) for a Straddle Period shall be apportioned based on the number of days of the Straddle Period ending on and including the Closing Date and the number of days of the Straddle Period after the Closing Date. The applicable Seller shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period ending on and including the Closing Date, and Purchaser shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period beginning on the day after the Closing Date. Each Seller and Purchaser shall cooperate to promptly pay or reimburse the other for any such taxes based on their respective liability for such taxes as determined pursuant to this Section 7.1(a). Any refunds of such taxes with respect to a Straddle Period shall be apportioned between the applicable Seller and Purchaser in a similar manner.

(b) Without limiting the other terms set forth in this Agreement, any sales Tax, use Tax, GST/HST and QST, provincial sales Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(a) of the Bankruptcy Code (“Transfer Taxes”) shall be borne 50% by the Purchaser and 50% by the Seller. The Purchaser shall, at its own expense, file any necessary Tax Returns relating to Transfer Taxes and other documentation with respect to any Transfer Taxes. Each Party agrees to use its, and to cause its Affiliates to use, commercially reasonable efforts to mitigate, reduce, or eliminate any Transfer Taxes, including by becoming registered for Transfer Tax purposes, by making available Tax elections (including making a joint election in a timely manner under Section 167 of the ETA and Section 75 and Section 75.1 of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1), and by completing any necessary exemption certificates or similar documentation.

(c) The Purchaser and the applicable Sellers will, if applicable, jointly elect under Section 22 of the *Canadian Tax Act*, Section 184 of the *Taxation Act* (Quebec) and any corresponding provincial provisions with respect to the sale, assignment, transfer and conveyance of the Accounts Receivable and will designate and allocate therein that portion of the applicable portion of the Purchase Price. The Parties will execute and file, within the prescribed periods, the prescribed election forms and any other documents required to give effect to the foregoing and will also prepare and file all of their respective Tax Returns in a manner consistent with such allocation.

(d) The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Pre-Closing Tax Period or Straddle Period. The Purchaser and Sellers shall retain all Tax Returns and related books and records with respect to Taxes pertaining to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period until the expiration of

the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets for any Pre-Closing Tax Period or Straddle Period.

7.2 Employees and Employee Benefit Plans.

(a) From and after the Closing, (i) the Purchaser will recognize the applicable union as the exclusive bargaining representative of the bargaining unit comprising Hired Employees covered by the applicable Collective Bargaining Agreement as set forth on Schedule 2.1(d), (ii) the applicable Sellers will assume and assign to Purchaser in accordance with Section 1113(a) of the Bankruptcy Code the Collective Bargaining Agreements on Schedule 2.1(d), and (iii) the Purchaser will maintain in effect, and assume sponsorship of and all accrued obligations under, those health, welfare and benefit plans identified in Schedule 7.2(a).

(b) Not later than 2 Business Days prior to the Closing, and subject in all respects to the reasonable discretion of Purchaser, the Purchaser will make Qualifying Offers to all Seller Employees. For this purpose, a “Qualifying Offer” means an offer of employment, or for Quebec Employees and Seller Employees in Canada who are subject to a Collective Bargaining Agreement, a confirmation of transfer of employment to Purchaser by operation of law, with such employment to commence at the Closing, (i) for the Seller Employees whose employment is governed by the Collective Bargaining Agreements, on terms that are in accordance with the Collective Bargaining Agreements, and (ii) for all other Seller Employees, providing for a level of base pay at least equal to the Seller Employee’s base pay in effect immediately prior to the Closing Date, and otherwise on terms and conditions, including with respect to employee benefits (but, excluding defined benefit pension, equity compensation and retiree health and welfare benefits), that are substantially similar in the aggregate to the Seller Employee’s terms and conditions of employment with the applicable Seller immediately prior to the Closing Date; provided, however, that for Seller Employees working in the State of New Jersey as of the Closing Date a “Qualifying Offer” shall, in addition to requirements (i) or (ii) above, also (iii) be for employment within the State of New Jersey and at a location that is not more than fifty (50) miles from each such Seller Employee’s place of employment with Seller immediately prior to the Closing; and (iv) be for the same position or a position with equivalent status as that which the applicable Seller Employee hold with Sellers immediately prior to the Closing.

(c) All Qualifying Offers made by the Purchaser pursuant to Section 7.2(b) will be made in accordance with all applicable Legal Requirements, will be conditioned only on the occurrence of the Closing, and, if applicable, will remain open for a period expiring no earlier than the Closing Date. Such offers may provide, to the extent permitted by applicable Legal Requirements, that the continuing provision of service by Seller Employee following the Closing Date will be deemed acceptance of the offer. Following acceptance of such offers, the Purchaser will provide written notice thereof to Sellers.

(d) The following will be applicable with respect to the Seller Employees:

(i) Each Hired Employee who participates in the Seller Plans other than the Assumed Seller Plans shall cease to be eligible to participate in, and shall cease to participate

in and accrue benefits under, such Seller Plan effective as of the instant prior to the Closing. As of the Closing, the Purchaser will cause the Hired Employees to be covered by Purchaser-sponsored benefit plans (the “Replacement Plans”), which may include the Assumed Seller Plans. The commitments under this Section 7.2(d)(i) require the following:

(A) With respect to any Replacement Plans that are health and welfare benefit plans (other than the Assumed Seller Plans), subject to any third-party consent that may be required, the Purchaser agrees to take commercially reasonable efforts to waive or to cause the waiver of all limitations as to pre-existing conditions and actively-at-work exclusions and waiting periods for the Hired Employees. With respect to any Replacement Plans (other than the Assumed Seller Plans) and the calendar year in which the Closing Date occurs, the Purchaser shall use commercially-reasonable efforts to take into account all health care expenses incurred by any such employees or any eligible dependent thereof, including any alternate recipient pursuant to qualified medical child support orders, in the portion of the calendar year preceding the Closing Date that were qualified to be taken into account for purposes of satisfying any deductible or out-of-pocket limit under similar Seller Plans in which such Hired Employee participated or was eligible to participate immediately prior to the Closing Date for purposes of satisfying any deductible or out-of-pocket limit under the health care plan of the Purchaser for such calendar year.

(B) With respect to service and seniority, the Purchaser will, for each Hired Employee, recognize the service and seniority recognized by Sellers for all purposes, including the determination of eligibility, the extent of service or seniority-related benefits such as vacation and sick pay benefits, notice of termination, termination, and severance pay and levels of benefits to the same extent as any such Hired Employee was entitled, before the Closing Date, to credit for such service under any similar Seller Plan in which such Hired Employee participated or was eligible to participate immediately prior to the Closing Date, except that such crediting of service shall not apply with respect to benefit accruals under any defined benefit pension plan or to the extent such credit would result in the duplication of benefits for the same period of service.

(C) With respect to the defined contribution plans sponsored by Sellers for Seller Employees performing services in the U.S. that is not an Assumed Seller Plan (the “Savings Plan”), Sellers will vest Hired Employees in their Savings Plan account balances as of the Closing Date. The Purchaser will take all actions necessary to cause the Purchaser 401(k) plan in which Hired Employees are eligible to participate (1) to recognize the service that the Hired Employees had in the Savings Plan for purposes of determining such Hired Employees’ eligibility to participate, vesting, attainment of retirement dates, contribution levels, and, if applicable, eligibility for optional forms of benefit payments, and (2) subject to applicable Legal Requirements, to accept direct rollovers of Hired Employees’ account balances in the Savings Plan, including transfers of loan balances and related promissory notes, provided that such loans would not be treated as taxable distributions at any time prior to such transfer.

(D) Within 60 days after the Closing Date and to the extent permitted by applicable Legal Requirement, Sellers will transfer to a flexible spending plan maintained by the Purchaser any balances outstanding to the credit of Hired Employees under Sellers’ flexible spending plan(s) as of the day immediately preceding the Closing Date. As soon as practicable after the Closing Date, Sellers will provide to the Purchaser a list of those Hired Employees that have participated in the health or dependent care reimbursement accounts of

Sellers, together with (1) their elections made prior to the Closing Date with respect to such account and (2) balances standing to their credit as of the day immediately preceding the Closing Date.

(E) The Purchaser will honor all vacation days, (or payments in lieu thereof), banked overtime hours, and other paid time off accrued by the Hired Employees and unused as of the Closing.

(F) For Seller Employees whose employment is governed by the Collective Bargaining Agreements, their benefits, other than any defined benefit plan, shall be no less than the benefits promised under the applicable Collective Bargaining Agreements.

(G) The date on which Liabilities first arise or accrue for the purposes of Section 2.3(d) and the date on which claims are incurred under any Replacement Plans providing for health and welfare benefits shall be: (i) in the case of a death claim, the date of death; (ii) in the case of a short term disability claim, long-term disability claim or a life insurance premium waiver claim, the date of the first incidence of disability, illness, injury or disease that first qualifies an individual for benefits or to commence a qualifying period for benefits; (iii) in the case of extended health care benefits, including dental and medical treatments, the date of treatment or the date of purchase of eligible medical or dental supplies; and (iv) in the case of a claim for drug or vision benefits, the date the prescription was filled

(ii) Sellers will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any “employment loss” within the meaning of the WARN Act or any “mass layoff”, “group termination”, or “collective dismissal” under applicable Legal Requirements that occurs prior to the Closing. The Purchaser will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any “employment loss” within the meaning of the WARN Act or any “mass layoff” “group termination”, or “collective dismissal” that occurs on or following the Closing. Any workforce reductions carried out within the ninety (90) day period following the Closing Date by the Purchaser shall be done in accordance with all applicable Legal Requirements governing the employment relationship and termination thereof, including WARN. Purchaser agrees that during the ninety (90) day period following the Closing Date, it will not effectuate an “employment loss” (as that term is defined in the WARN Act and under applicable Legal Requirements) of Hired Employees such that in the aggregate, retroactively triggers obligations under the WARN Act or other applicable Legal Requirements to Sellers.

(iii) Sellers will retain responsibility for the payment of salary or wages earned by the Hired Employees prior to the Closing. The Purchaser will be responsible for the payment of salary or wages earned by the Hired Employees after the Closing, and for all payments under the Assumed Seller Plans, subject to Section 2.3(d) and the terms of the Purchaser’s compensation and benefit plans or programs.

(iv) Individuals who would otherwise be Hired Employees but who on the Closing Date are not actively at work due to a leave of absence covered by the Family and

Medical Leave Act or other applicable Legal Requirements or are not actively at work due to military leave or other authorized leave of absence, including short-term disability, will be treated as Hired Employees on the date that they are able to return to work (provided that such return to work occurs within the authorized period of their leaves following the Closing Date or otherwise within the period prescribed by applicable Legal Requirements for such leaves) and perform the essential functions of their jobs, subject to the Purchaser providing any accommodation required by applicable Legal Requirement, and Purchaser shall assume, as of the Closing Date, all compensation, benefits and any other costs or responsibilities associated with respect to such individuals relating to the time between the Closing Date and when they become Hired Employees (and thereafter).

(v) Sellers will be responsible for providing COBRA Continuation Coverage to any current and former Seller Employees, or to any qualified beneficiaries of such employees, who become entitled to COBRA Continuation Coverage before the Closing, including those for whom the Closing occurs during the COBRA election period. The Purchaser will be responsible for extending and continuing to extend COBRA Continuation Coverage to all Hired Employees (and their qualified beneficiaries) who become entitled to COBRA Continuation Coverage on or following the Closing.

(e) Nothing in this Agreement is intended to amend any Seller Plan or affect the Seller's right to amend or terminate any Seller Plan or the Purchaser's right to amend or terminate any Assumed Seller Plan or other benefit plan sponsored by the Purchaser, in each case, pursuant to the terms of such plan and applicable Legal Requirements. No provision of this Agreement shall create any third-party beneficiary or other rights in any Person, other than the Parties hereto, and no provision of this Agreement will be construed to create any right to any compensation or benefits on the part of any Hired Employee, any beneficiary or dependent thereof, any collective bargaining representative thereof or any other future, present or former employee of the Sellers, the Purchaser, or their respective Affiliates, with respect to the compensation, terms and conditions of employment, continued employment and/or benefits that may be provided such Persons or under any benefit plan which the Sellers, the Purchaser, or their Affiliates may maintain.

7.3 Release. Except for the D&O Claims, effective as of the Closing, the Purchaser, on behalf of itself and its successors, assigns, representatives, administrators and agents, and any other person or entity claiming by, through, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge the Administrative Agent, the DIP Agent, any Lender or DIP Lender and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities of any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Purchased Assets on or prior to the Closing, except for any acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the transactions contemplated by this Agreement.

7.4 Adequate Assurances Regarding Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases. With respect to each Assumed Contract, Assumed Equipment Lease and each Assumed Real Property Lease, the Purchaser will use commercially reasonable

efforts to provide adequate assurance as required under the Bankruptcy Code for the future performance by the Purchaser of each such Assumed Contract, Assumed Equipment Lease and Assumed Real Property Lease. The Purchaser and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a finding that there has been in the discretion of the Bankruptcy Court a demonstration of adequate assurance of future performance under the, by way of example only, Assumed Contracts, Assumed Equipment Leases and the Assumed Real Property Leases, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court and making the Purchaser's and Sellers' employees and representatives available to testify before the Bankruptcy Court.

7.5 Reasonable Access to Records and Certain Personnel; Other Transition Services. In order to facilitate Sellers' efforts to administer and close the Bankruptcy Case (together, the "Post-Close Filings"), for a period of two (2) years following the Closing, the Purchaser shall (i) permit Sellers and Sellers' counsel and accountants (collectively, "Permitted Access Parties") during regular business hours, with reasonable notice, reasonable access to the financial and other books and records that comprised part of the Purchased Assets to the extent required to complete the Post-Close Filings, which access shall include (A) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (B) the Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish the Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the costs and expenses of such copies and any such other costs Purchaser incurs in connection with providing the Permitted Access Parties access to such records, and (ii) provide the Permitted Access Parties reasonable access to (A) Jazmine Estacio, Jerry Lunanuova and his staff, and Derrick Watters, (B) other Purchaser staff for occasional questions, and (C) the members of Purchaser's finance team and accounts payable team supporting the Purchased Assets. Additionally, for a period of two (2) years following the Closing, the Purchaser shall provide reasonable assistance (1) transitioning automatic payments and deposits from Sellers' accounts to Purchaser, (2) processing final paychecks for employees of Sellers and their Affiliates who are not Seller Employees, (3) with final employee benefit payouts and transition of employee benefits, (4) with the payment of trade payables that are not Purchased Assets, (5) splitting invoices existing as of the Closing to allocate between Purchased Assets and other assets of Sellers and their Affiliates, (6) with accounting for the transactions contemplated hereby and by the transactions to sell assets of Seller and its Affiliates that are not Purchased Assets, (7) filing final Tax Returns for Sellers and their Affiliates, and (8) dissolving Sellers and their Affiliates, and (9) such other services as reasonably requested by Sellers.

(a) For a period of 30 days following the Closing Date, Purchaser will provide access, to the extent commercially reasonable, to the AssetWorks software to any liquidating purchaser of fleet assets of Sellers and its Affiliates that are not Purchased Assets (any such purchaser, a "Liquidating Purchaser") upon the reasonable request by, and at no cost to, such Liquidating Purchaser; provided, however, that any Liquidating Purchaser (i) shall enter into any agreement required by Purchaser, in its reasonable discretion to provide such access, and (ii) access is permissible pursuant to, and not in default of, any agreement applicable to the AssetWorks Software. Any such Liquidating Purchaser is an intended third-party beneficiary of this Section 7.5.

(b) For a period of 90 days following the Closing Date, Purchaser will provide the following transition services to any going concern purchaser of assets of Sellers and its Affiliates that are not Purchased Assets (any such purchaser, a “Going Concern Purchaser” and, together with any Liquidating Purchasers, the “Non-Core Purchasers”), provided, however, that all such services to be provided shall be provided pursuant to a transaction services agreement containing terms and conditions mutually agreeable to Purchaser and any such Non-Core Purchaser.

(c) All obligations of Purchaser under this Section 7.5 shall be performed in a commercially reasonable and workmanlike manner.

(d) Notwithstanding anything to the contrary herein, no right of Sellers, their Affiliates, or Liquidating Purchasers pursuant to this Section 7.5 shall be exercisable in such a manner as to interfere with the normal operations of the Purchaser’s business.

(e) Notwithstanding anything contained in this Section 7.5 to the contrary, in no event shall Sellers, their Affiliates, or Non-Core Purchasers have access to any information that, based on advice of the Purchaser’s counsel, could (1) reasonably be expected to create liability under applicable Legal Requirements, or waive any legal privilege, (2) result in the discharge of any Trade Secrets of the Purchaser, its Affiliates or any third parties or (3) violate any obligation of the Purchaser with respect to confidentiality; provided, however that if Purchaser’s counsel so advises, Purchaser and Sellers or Purchaser and the applicable Non-Core Purchaser, as applicable, will use commercially reasonable efforts to provide such access in a way that does not create such liability or confidentiality issues.

SECTION 8

CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Each Party. The respective obligations of each Party to effect the sale and purchase of the Purchased Assets shall be subject to the fulfillment (or, if permitted by applicable Legal Requirement, waiver) on or prior to the Closing Date, of the following conditions:

(a) all requisite authorizations or consents from the STB or FMCSA or waiting periods following governmental filings with the STB or FMCSA shall have been obtained or expired, as the case may be;

(b) the Sale Order and, solely with respect to the Canadian Sellers, the Canadian Sale Recognition Order, shall have been entered and become a Final Order (unless such Final Order condition is waived in writing by Purchaser with the written consent of the Administrative Agent and the DIP Agent); and

(c) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

8.2 Conditions to Obligations of the Purchaser.

(a) The obligation of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Sellers in Section 4 shall be true and correct in all respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), and the Purchaser shall have received a certificate of Sellers that (A) the representations and warranties of such Seller in Section 4.1, Section 4.3(a), Section 4.5(a), Section 4.6, Section 4.8(a), and Section 4.15 are true and correct in all respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date) and (B) the representations and warranties of Sellers in Section 4 other than Section 4.1, Section 4.3(a), Section 4.5(a), Section 4.6, Section 4.8(a), and Section 4.15 are true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date);

(ii) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(iii) since the date of this Agreement, no Material Adverse Effect shall have occurred and be continuing, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(iv) Sellers shall be prepared to deliver, or cause to be delivered, to the Purchaser all of the items set forth in Section 3.7;

(v) All documentation associated with the Debt Financing is in form and substance acceptable to Purchaser;

(vi) Sellers shall have delivered to Purchaser evidence (sufficient in Purchaser's sole discretion) of the termination of any "pension plan" (as defined in Section 3(2) of ERISA) that is not a Multiemployer Plan to which any Seller is a party;

(vii) Sellers shall have delivered to Purchaser evidence of withdrawal from any multiemployer benefit plan;

(viii) all Collective Bargaining Agreements associated with the Purchased Assets that include provisions requiring a Seller Plan with defined benefits have been modified in form and substance reasonably acceptable to Purchaser to require benefits under a defined contribution plan;

(ix) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, of continuation immediately following Closing of the benefits to Sellers of the Statewide Mass Transportation Operating Assistance Program;

(x) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, of continuation immediately following Closing of the government grant programs identified on Schedule 8.2(a)(x).

(xi) All approvals and/or consents identified on Schedule 4.6 shall have been received by Sellers;

(xii) The transfer of all licenses and Permits necessary to operate the Business identified on Schedule 4.8(a) shall have been consented to by the applicable Governmental Authority, if such consent is required by applicable Legal Requirements, or, for any licenses or Permits identified on Schedule 4.8(a) the transfer of which is prohibited by applicable Legal Requirements, an analogous license or Permit shall have been received by Purchaser;

(xiii) Purchaser has obtained insurance coverage for the Business in form and substance acceptable to Purchaser that is no less comprehensive than the insurance coverage under the Insurance Policies;

(xiv) Purchaser shall have received all necessary VIN numbers for each Purchased Vehicle;

(xv) Purchaser shall have received employment agreements from each of Ross Kinnear and Derrick Waters;

(xvi) Purchaser shall have received approval and/or consent to transfer all licenses for intellectual property identified on Schedule 8.2(a)(xvi);

(xvii)

(xviii) Purchaser shall (i) have received all stormwater permits necessary to operate the Owned Real Property and to operate the Leased Real Property for which a Seller is responsible pursuant to the terms of the applicable Lease to procure the applicable stormwater permit and (ii) all stormwater permits held by Sellers for operation of the Owned Real Property and Leased Real Property are compliant in all material respects with all applicable Legal Requirements as of the Closing Date;

(xix)

(xx)

[REDACTED]

(xxi)

[REDACTED]

(xxii)

[REDACTED]

(xxiii) Sellers shall have delivered to Purchaser such other documents or instruments as Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(b) Any condition specified in Section 8.2(a) may be waived by the Purchaser; provided that no such waiver shall be effective against the Purchaser unless it is set forth in a writing executed by the Purchaser and consented to in writing by the Administrative Agent (acting at the direction of the requisite Lenders) and the DIP Agent (acting at the direction of the requisite DIP Lenders).

8.3 Conditions to Obligations of Sellers.

(a) The obligation of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of the Purchaser contained herein shall be true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date) and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;

(ii) the covenants and obligations that the Purchaser is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof; and

(iii) each of the deliveries required to be made to Sellers pursuant to Section 3.6 shall have been so delivered.

(b) Any condition specified in Section 8.3(a) may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

SECTION 9 **TERMINATION**

9.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other Parties hereto, at any time prior to the Closing Date:

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

(b) by either the Purchaser or Sellers if any Order that prohibits the consummation of the transaction shall have become final and not appealable;

(c) by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to 75 days from entry of the Sale Order (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 9.1(c) will not be available to a Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before the Termination Date;

(d) by written notice from Sellers to the Purchaser, if the Purchaser breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.3(a)(i) or Section 8.3(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to the Purchaser of such breach or failure to perform; provided, however, that Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(d) if Sellers are then in breach of the terms of this Agreement such that the conditions set forth in Section 8.2(a)(i) or 8.2(a)(ii) would not be satisfied;

(e) by written notice from the Purchaser to Sellers, if any Seller breaches or fails to perform in any respect any of Sellers' representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.2(a)(i) or Section 8.2(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to Sellers of such breach or failure to perform; provided, however, that the Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(e) if the Purchaser is then in breach of the terms of this Agreement such that the conditions set forth in Section 8.3(a)(i) or 8.3(a)(ii) would not be satisfied;

(f) automatically upon the closing of an Alternative Transaction;

(g) by the Purchaser, if, the Purchaser is not selected as the “Successful Bidder” or “Back-Up Bidder” (each as defined in the Bidding Procedures Order) at the conclusion of the Auction;

(h) by the Purchaser, if: (i) any Seller (A) withdraws the Bidding Procedures Motion or publicly announces its intention to withdraw the Bidding Procedures Motion, (B) refuses or fails to diligently prosecute the Bidding Procedures and Sale Motion, (C) moves to voluntarily dismiss the Bankruptcy Case, or (D) moves to convert the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code; (ii) the Bankruptcy Court shall not have issued the Bidding Procedures Order within 35 days of the Petition Date, or such Order shall have been vacated or reversed at any time, or such Order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser’s prior written consent; (iii) the Sale Order has not been entered by the Bankruptcy Court within 65 days following the Petition Date, or such Order shall have been vacated or reversed at any time, or such Order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser’s prior written consent or (iv) the Canadian Sale Recognition Order has not been entered by the Canadian Court within 7 days following the entry of the Sale Order by the Bankruptcy Court, or such order shall have been vacated or reversed at any time, or such order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser’s prior written consent; or

(i) by the Purchaser, upon the appointment of a trustee or examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code.

9.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in this Section 9.2 or Section 9.3 and except that each Party shall be liable for Fraud of this Agreement by such Party. Notwithstanding the foregoing, the provisions of Section 6.1(a), this Section 9.2, Section 9.3, Section 10 and Section 11 shall expressly survive the expiration or termination of this Agreement (and, to the extent applicable to the interpretation or enforcement of such provisions, Section 1).

(b) In the event this Agreement is validly terminated pursuant to Sections 9.1(e), (f), or (g), and provided that the Purchaser is not in material breach of any provision of this Agreement prior to such termination and is ready, willing and able to close the transactions contemplated hereby, Sellers shall pay the Reimbursement Amount and the Break-Up Fee to the Purchaser by wire transfer of immediately available funds to an account designated by the Purchaser within three (3) Business Days following the closing of an Alternative Transaction. In the event this Agreement is validly terminated pursuant to Sections 9.1(h), or (i), and provided that the Purchaser is not in material breach of any provision of this Agreement prior to such termination and is ready, willing and able to close the transactions contemplated hereby, Sellers shall pay the Reimbursement Amount to the Purchaser by wire transfer of immediately available

funds to an account designated by the Purchaser within three (3) Business Days following the closing of an Alternative Transaction.

(c) Any obligation to pay the Reimbursement Amount and/or the Break-Up Fee hereunder shall be absolute and unconditional. Purchaser's claims to the Reimbursement Amount and the Break-Up Fee shall constitute allowed super-priority administrative claims against Sellers' bankruptcy estates under sections 503(b) and 507(a)(2) of the Bankruptcy Code and shall be payable as specified herein. Sellers hereby acknowledge and agree that (i) the right of the Purchaser to receive payment of the Reimbursement Amount and Break-Up Fee as set forth in this Section 9.2 is necessary and essential to induce the Purchaser to execute and deliver this Agreement and to enter into the transactions contemplated hereby, and that the Purchaser would not have done so without receiving such right and (ii) the obligation of Sellers to pay the Reimbursement Amount and Break-Up Fee as set forth in this Section 9.2 was negotiated at arms' length and in good faith and is (x) designed to maximize the value of the Sellers' bankruptcy estates, (y) fair, reasonable and appropriate, and (z) in the best interests of Sellers, the debtors, the bankruptcy estates and the estates' creditors, interest holders, stakeholders, and all other parties in interest.

(d) Nothing in this Section 9.2 or elsewhere in this Agreement shall be deemed to impair the right of Purchaser to bring any action or actions for specific performance, injunctive or other equitable relief (including the right of Purchaser to compel specific performance by Sellers of their obligations under this Agreement) pursuant to Section 11.8 prior to the valid termination of this Agreement; provided, that under no circumstances shall the Purchaser be permitted or entitled to receive both (i) the remedy of specific performance to cause the Closing and (ii) the payment of the Break-Up Fee and the Reimbursement Amount. The Parties acknowledge and hereby agree that in no event shall Sellers be required to pay the Break-Up Fee and Reimbursement Amount on more than one occasion. Each of the Parties further acknowledges that the payment by Sellers of the Break-Up Fee and the Reimbursement Amount is not a penalty, but rather liquidated damages in a reasonable amount that will compensate the Purchaser, together with any additional damages to which the Purchaser may be entitled hereunder, in the circumstances in which such Break-Up Fee and Reimbursement Amount are payable, for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Except in the case of Fraud, the Purchaser's receipt in full of the return of the Good Faith Deposit and the Break-Up Fee and the Reimbursement Amount, as applicable, shall be the sole and exclusive monetary remedy of the Purchaser against Sellers, and Sellers shall have no further liability or obligation, under this Agreement or relating to or arising out of any such breach of this Agreement or failure to consummate the transactions contemplated hereby.

9.3 Good Faith Deposit. In the event that this Agreement is terminated under Section 9.1(d), Sellers shall retain the Good Faith Deposit and Purchaser shall have no further rights thereto. In the event that this Agreement is terminated under Section 9.1(a), (b), (c), (e), (f), (g) (h), or (i) and provided that the Purchaser is not in material breach of any provision of this Agreement prior to such termination, the Escrow Holder shall disburse to the Purchaser any amounts held in the Escrow Account pursuant to the terms in this Agreement and the Bidding Procedures. If the Agreement is terminated and the Good Faith Deposit would otherwise have been

returned to the Purchaser under the immediately preceding sentence but for the second proviso therein, then, such Good Faith Deposit shall instead be paid over to Sellers without further action or deed and the Purchaser shall have no further rights thereto.

SECTION 10 **SURVIVAL**

The representations and warranties of the Purchaser and Sellers made in this Agreement and the covenants of the Purchaser and Sellers contained in this Agreement that, by their terms, are to be performed prior to the Closing shall not survive the Closing Date and shall be extinguished by the Closing and the consummation of the transaction contemplated by this Agreement. Absent Fraud, if the Closing occurs, the Purchaser shall not have any remedy against Sellers, and Sellers shall not have any remedy against the Purchaser or its Affiliates for (a) any breach of a representation or warranty contained in this Agreement (other than to terminate the Agreement in accordance with the terms hereof) and (b) any breach of a covenant contained in this Agreement with respect to the period prior to the Closing Date. The covenants and agreements contained herein that by their terms are to be performed after the Closing shall survive the Closing in accordance with their specified terms or, to the extent no such terms are specified, indefinitely, and nothing in this Section 10 shall be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement.

SECTION 11 **GENERAL PROVISIONS**

11.1 Confidential Nature of Information. Sellers, on the one hand, and Purchaser, on the other agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding Purchaser and its Affiliates and Sellers and their respective Affiliates, respectively, during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of the Purchaser, to its counsel, accountants, financial advisors and potential lenders, and in the case of Sellers, to their counsel, accountants and financial advisors). No Party shall use any confidential information referred to in the first sentence of this paragraph in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the enforcement of its rights hereunder and under the Ancillary Documents; provided, however, that after the Closing, the Purchaser may use or disclose any confidential information included in the Purchased Assets and may use or disclose other confidential information that is otherwise reasonably related to the Purchased Assets. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (a) is or becomes available to such Party from a source other than the disclosing Party, provided such other source was not, and such Party would have no reason to believe such source was, subject to a confidentiality obligation in respect of such information, (b) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (c) is required to be disclosed under applicable Legal Requirements or judicial process, including the Bankruptcy Case, but only to the extent it must be disclosed, (d) such Party

reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby or (e) Sellers deem necessary to disclose to comply with the Bidding Procedures Order.

11.2 No Public Announcement. Neither Sellers nor the Purchaser shall, without the approval of Coach USA, Inc. (in the case of a disclosure by the Purchaser) or the Purchaser (in the case of a disclosure by Sellers), make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by Legal Requirements, including as may be required by the Bankruptcy Case, the Bidding Procedures Order or other Order of the Bankruptcy Court, the Bankruptcy Code, securities Legal Requirements, or the rules of any stock exchange, in which case the other Party or Parties shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

11.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by electronic mail or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser, to: Bus Company Holdings US, LLC
1485832 B.C. Unlimited Liability Company
One Rockefeller Plaza
29th Floor
New York, NY 10020
ATTN: Josh Weiss, General Counsel of the
Renco Group
E-mail: jweiss@rencogrp.com

with copies to
(which shall not constitute notice): McGuireWoods LLP
Tower Two-Sixty
260 Forbes Avenue
Suite 1800
Pittsburgh, PA 15222-3142
ATTN: Mark E. Freedlander
E-mail: mfreedlander@mcgurierewoods.com

If to Sellers, to: c/o Coach USA, Inc.
160 S. Route 17 North
Paramus, NJ 07652
ATTN: Derrick Waters
Linda Burtwistle
Ross Kinnear
E-mail: derrick.waters@coachusa.com

ross.kinnear@coachusa.com

with copies to Alston & Bird LLP

(which alone shall not constitute notice):

90 Park Avenue
New York, NY 10016-1387
ATTN: Matthew Kelsey
Eric Wise
William Hao
E-mail: matthew.kelsey@alston.com
eric.wise@alston.com
william.hao@alston.com

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
ATTN: Sean Beach
Joe Mulvihill
E-mail: sbeach@ycst.com
jmulvihill@ycst.com

If to Administrative Agent and DIP Agent, to:

WELLS FARGO BANK, NATIONAL ASSOCIATION
1800 Century Park East, Suite 1100
Los Angeles, California 90067
Attn: Cameron Scott
Email: cameron.scott@wellsfargo.com

with a copy to (which alone shall not constitute notice):

GOLDBERG KOHN LTD.
55 E. Monroe Street, Suite 3300
Chicago, Illinois 60603
Attn: William Starshak, Esq. and
Dimitri Karcazes, Esq.
Fax No.: 312-201-4000
Email: william.starshak@goldbergkohn.com
dimitri.karcazes@goldbergkohn.com

or to such other address as such party may indicate by a notice delivered to the other party hereto.

All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 11.3 if delivered personally shall be effective upon delivery, if by overnight carrier shall be effective one (1) Business Day following deposit with such overnight carrier, if delivered by mail, shall be effective three (3) Business Days following deposit in the United States certified mail, postage prepaid, and if by e-mail prior to 6:00 p.m. ET, on the date of delivery to the email address set forth above, and if by e-mail at or after 6:00 p.m. ET, on the next Business Day, in each case provided the computer record indicates a full and successful transmission and no failure message is generated.

11.4 Successors and Assigns.

(a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto; provided, however, that the Purchaser shall be permitted to assign any of its rights, but not its obligations, hereunder to (i) any one or more Affiliates of Purchaser and (ii) its lenders as collateral security for its obligations under any of its secured debt financing arrangements.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

11.5 Entire Agreement; Amendments; Schedules. This Agreement, that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc., the Ancillary Documents and the Schedules referred to herein contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties; provided, however, that in no event shall this Agreement be amended without the prior written consent of the Administrative Agent on behalf of the Lenders and the DIP Agent on behalf of the DIP Lenders.

11.6 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof; provided, however that any such waivers or extensions shall also require the prior written consent of the Administrative Agent on behalf of the Lenders and the DIP Agent on behalf of the DIP Lenders. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. Except as otherwise provided herein, the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.7 Expenses. Each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

11.8 Remedies. The Parties recognize that if Sellers breach or refuse to perform as set forth in this Agreement, monetary damages alone would not be adequate to compensate the non-breaching Party for their injuries. Purchaser shall therefore be entitled, in addition to any other remedies that may be available, to seek to obtain specific performance of, or to enjoin the violation of, this Agreement. If any litigation is brought by the Purchaser to enforce this Agreement, Sellers shall waive the defense that there is an adequate remedy at law. The Parties agree to waive any requirement for the security or posting of any bond in connection with any litigation seeking specific performance of, or to enjoin the violation of, this Agreement. The Parties agree that the only permitted objection that they may raise in response to any action for specific performance or an injunction is that it contests the existence of a breach, threatened breach, or refusal to perform. The right of specific performance, injunctive and other equitable remedies is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement.

11.9 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

11.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Agreement.

11.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Legal Requirements of the State of Delaware applicable to contracts executed in and to be performed in that State. For clarity, the Parties agree that the Canadian Recognition Case shall be governed by, and construed in accordance with, the Legal Requirements of the Province of Ontario and the federal Legal Requirements of Canada applicable therein.

(a) All Actions arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court and the appellate courts therefrom, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that any Action arising out of or relating to the Canadian Recognition Case, shall be heard and determined in the Canadian Court and the appellate courts therefrom, and the Parties irrevocably submit to the exclusive jurisdiction of the Canadian Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties hereby consent to service of process by mail (in accordance with Section 11.3) or any other manner permitted by law.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, THE PURCHASER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.12 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind; provided, however, that the Administrative Agent and the DIP Agent are and will remain a third-party beneficiary of, to, and under this Agreement to the extent of any Encumbrances or other rights or interests of the Administrative Agent and the Lenders or the DIP Agent and the DIP Lenders arising in or under, or otherwise relating to, the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the undersigned each acknowledges, confirms, and agrees that all of Sellers' rights and interests in, under, and to this Agreement, including all of Sellers' rights and interests in, under, and to the Good Faith Deposit, are subject to any Encumbrances and other rights or interests therein from time to time granted or otherwise provided to the Administrative Agent and the DIP Agent, including under or in connection with any cash collateral order, debtor-in-possession financing order, or related documentation from time to time approved by the Bankruptcy Court, and including any Encumbrances granted or provided to the Administrative Agent or the DIP Agent from time to time under any of Sections 361 or 364 of the Bankruptcy Code.

11.13 No Rights against Lenders or DIP Lenders. Notwithstanding anything to the contrary contained in this Agreement, (i) no Seller shall have any rights or claims against the Administrative Agent, the DIP Agent or any Lender or DIP Lender, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing, whether at law or equity, in contract, in tort or otherwise and (ii) neither the Administrative Agent, the DIP Agent nor any Lender or DIP Lender shall have any Liability to any Seller for any obligations or liabilities of any Party under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing, whether at law or equity, in contract, in tort or otherwise.

[SIGNATURE PAGES FOLLOW]

STRICTLY CONFIDENTIAL

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

BUS COMPANY HOLDINGS US, LLC

By: James W. Reitzig
Name: James W. Reitzig
Title: Vice President

1485832 B.C. UNLIMITED LIABILITY COMPANY

By: James W. Reitzig
Name: James W. Reitzig
Title: Vice President

[Signatures Continue on Following Pages]

SELLERS:

COACH USA, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

COACH USA ADMINISTRATION, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

CUSARE, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

3329003 CANADA INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

3376249 CANADA INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

4216849 CANADA INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

BARCLAY AIRPORT SERVICE, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

CHENANGO VALLEY BUS LINES, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

DILLON'S BUS SERVICE, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

DOUGLAS BRAUND INVESTMENTS INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

ELKO, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

HUDSON TRANSIT CORPORATION

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

HUDSON TRANSIT LINES, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

MEGABUS CANADA INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

MIDTOWN BUS TERMINAL OF NEW YORK, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

OLYMPIA TRAILS BUS COMPANY, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

PARAMUS NORTHEAST MGT CO., LLC

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

PERFECT BODY, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

ROCKLAND COACHES, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

ROUTE 17 NORTH REALTY, LLC

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SAM VAN GALDER, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SHORT LINE TERMINAL AGENCY, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SUBURBAN MANAGEMENT CORP.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

SUBURBAN TRAILS, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SUBURBAN TRANSIT CORP.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

TRENTWAY-WAGAR INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

VOYAVATION LLC

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

WISCONSIN COACH LINES, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

MISTER SPARKLE, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

COMMUNITY BUS LINES, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

COMMUNITY COACH, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

COMMUNITY TOURS, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

COMMUNITY TRANSIT LINES, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

COMMUNITY TRANSPORTATION, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

MEGABUS NORTHEAST, LLC

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

COACH USA MBT, LLC

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

ROCKLAND TRANSIT CORP.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

TRENTWAY-WAGAR (PROPERTIES) INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SCHEDULE A

SELLERS

Sellers

1. Coach USA, Inc.
2. Coach USA Administration, Inc.
3. CUSARE, Inc.
4. 3329003 Canada Inc.
5. 3376249 Canada Inc.
6. 4216849 Canada Inc.
7. Barclay Airport Service, Inc.
8. Chenango Valley Bus Lines, Inc.
9. Dillon's Bus Service, Inc.
10. Douglas Braund Investments Inc.
11. Elko, Inc.
12. Hudson Transit Corporation
13. Hudson Transit Lines, Inc.
14. [Reserved]
15. Megabus Canada Inc.
16. Midtown Bus Terminal of New York, Inc.
17. Olympia Trails Bus Company, Inc.
18. Paramus Northeast Mgt Co., LLC
19. Perfect Body, Inc.
20. Rockland Coaches, Inc.
21. Route 17 North Realty, LLC
22. Sam Van Galder, Inc.
23. Short Line Terminal Agency, Inc.
24. Suburban Management Corp.
25. Suburban Trails, Inc.
26. Suburban Transit Corp.
27. Trentway-Wagar Inc.
28. Voyavation LLC
29. Wisconsin Coach Lines, Inc.
30. Mister Sparkle, Inc.
31. Community Bus Lines, Inc.
32. Community Coach, Inc.
33. Community Tours, Inc.
34. Community Transit Lines, Inc.
35. Community Transportation, Inc.
36. Megabus Northeast, LLC
37. Coach USA MBT, LLC
38. Rockland Transit Corp.
39. Trentway-Wagar (Properties) Inc.

EXHIBIT A

FORM OF ASSUMPTION AND ASSIGNMENT AGREEMENT

EXHIBIT B

BIDDING PROCEDURES MOTION

EXHIBIT C

BIDDING PROCEDURES ORDER

STRICTLY CONFIDENTIAL

EXHIBIT D

FORM OF BILL OF SALE

STRICTLY CONFIDENTIAL

EXHIBIT E

FORM OF SALE ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

COACH USA, INC., *et al.*¹,

Debtors.

Chapter 11

Case No. 24-____ (____)

(Jointly Administered)

Ref. Docket No. ____

**ORDER (A) APPROVING THE SALE OF CERTAIN OF
THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES, AND OTHER INTERESTS, (B) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES RELATED THERETO, AND (C) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² dated [_____, 2024] [Docket No. ____] of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) pursuant to sections 105(a), 363, 365, and 1113 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Bankruptcy Rules**”) for an order (this “**Order**”), among other things: (a) authorizing and approving the entry into and performance under the terms and conditions of that certain Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit 1**, and which for purposes of this Order shall include all exhibits, schedules and ancillary documents related thereto and hereto, including the Ancillary Documents

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion or the Purchase Agreement, as applicable.

(collectively, and as may be amended, supplemented or restated, the “**Purchase Agreement**”), by and among certain of the Debtors, on the one hand (such Debtors, as identified on Schedule A to the Purchase Agreement, collectively the “**Debtor Sellers**”), and Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company (including their respective permitted affiliates, subsidiaries, designees, successors and assignees under the Purchase Agreement, collectively, the “**Purchaser**”), on the other hand; (b) approving the sale (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the Purchase Agreement, the “**Sale Transaction**”) of certain of the assets of the Debtors as set forth in the Purchase Agreement (the “**Purchased Assets**”), free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances); (c) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the “**Assigned Contracts**”) and the assumption of the Assumed Liabilities (including the Assumed Secured Debt), each as more fully described in the Purchase Agreement as and to the extent set forth in the Purchase Agreement; and (d) approving the form and manner of notice of the foregoing; and the Court having held a hearing on [_____, 2024] (the “**Sale Hearing**”) to consider the Motion and to consider approval of the Sale Transaction; and the Court having reviewed and considered the relief sought in the Motion with respect to the Sale Transaction, the declarations submitted in support of the Motion, all objections to the Motion and the Debtors’ responses thereto at the Sale Hearing, and the arguments of counsel made, and the declarations admitted into evidence at the Sale Hearing; and all parties-in-interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in this Order; and due and sufficient notice of the Motion and the Sale Hearing having been given under the particular circumstances and in accordance with the Bidding Procedures Order; and it

appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby;

FOUND, CONCLUDED, AND DETERMINED THAT³:

A. **Jurisdiction and Venue.** This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory bases for the relief requested in the Motion are: (i) sections 105, 363, 364, 365, and 1113 of the Bankruptcy Code; (ii) Bankruptcy Rules 2002(a)(2), 6003, 6004, 6006, 9007, 9008, and 9014; and (iii) Local Bankruptcy Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Bankruptcy Rules.

C. **Bidding Procedures.** On [____], 2024, the Court entered an order [Docket No. ____] (the “**Bidding Procedures Order**”), which, among other things, (i) authorized and approved the Bidding Procedures in connection with the sale of substantially all of the assets of the Debtors (the “**Assets**”), including the Purchased Assets; (ii) approved procedures for the assumption and assignment of contracts, including the manner in which the notice of potential assignment of the

³ The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. Furthermore, any findings of fact or conclusions of law made by the Court on the record at the close of the Sale Hearing are incorporated herein pursuant to Bankruptcy Rule 7052.

Assigned Contracts and potential Cure Costs related thereto (the “**Potential Assumption and Assignment Notice**”) were provided to non-Debtor counterparties to the Debtors’ executory contracts and unexpired leases; (iii) approved the form and manner of notice of the Auction and the Sale Hearing; (iv) scheduled the Sale Hearing and set other related dates and deadlines; (v) designated Purchaser as the Stalking Horse Bidder for the Purchased Assets and granted Purchaser the Stalking Horse Bid Protections described therein; and (v) granted related relief.

D. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair and reasonable opportunity for any Person or Entity to make a higher and otherwise better offer to purchase the Purchased Assets. The Debtors and their professionals adequately marketed the Assets and conducted the marketing and sale process in accordance with the Bidding Procedures and the Bidding Procedures Order. The Debtors determined that the Purchase Agreement constituted the highest and best offer with respect to the Purchased Assets and selected the Purchase Agreement as the Successful Bid with respect to the Purchased Assets. The Debtors therefore determined in a valid and sound exercise of their business judgment, and in accordance with the Bidding Procedures and Bidding Procedures Order, that the highest and best Qualified Bid for the Purchased Assets is that of the Purchaser and that the Purchase Agreement will provide a greater recovery for the Debtors’ estates than would be provided by any other available alternative.

E. **Marketing Process.** The Debtors and their advisors thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in a fair and open manner, soliciting offers to acquire the Purchased Assets from a wide variety of parties. The sale process and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any Person or any entity (as such term is defined in

the Bankruptcy Code, an “**Entity**”) that expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have an interest in acquiring, and be permitted and able to acquire, the Purchased Assets, to conduct due diligence, make an offer to purchase the Debtors’ assets, including, without limitation, the Purchased Assets, and submit higher and otherwise better offers for the Purchased Assets than Purchaser’s Successful Bid. The Debtors and Purchaser have negotiated and undertaken their roles leading to the Sale Transaction and entry into the Purchase Agreement in a diligent, non-collusive, fair, reasonable, and good faith manner. The sale process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures resulted in the highest and otherwise best offer for the Purchased Assets for the Debtors and their estates, was in the best interests of the Debtors, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. The Debtors’ determinations that the Purchase Agreement constitutes the highest and otherwise best offer for the Purchased Assets and maximizes value for the benefit of the Debtors’ estates constitutes a valid and sound exercise of the Debtors’ business judgment and are in accordance and compliance with the Bidding Procedures and the Bidding Procedures Order. The Purchase Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or Entity has offered to purchase the Purchased Assets for greater overall value to the Debtors’ estates than the Purchaser. Approval of the Motion (as it pertains to the Sale Transaction) and the Purchase Agreement and the consummation of the transactions contemplated thereby will maximize the value of each of the Debtors’ estates and are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. There is no legal or equitable reason to delay consummation of the transactions contemplated by the Purchase Agreement, including without limitation, the Sale Transaction.

F. **Notice.** As evidenced by the certificates of service filed on [_____, 2024] at Docket Nos. [_____] , actual written notice of the Motion and the relief requested therein (including the assumption and assignment of the Assigned Contracts to Purchaser and any Cure Costs related thereto) was provided to the following parties (the “**Notice Parties**”): (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) proposed counsel for any official committee appointed in the Chapter 11 Cases; (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the jurisdictions to which the Debtors are subject; (k) all environmental authorities having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors’ business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors’ executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the NewCo Stalking Horse APA) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; (x) all

of the Debtors' other known creditors and equity security holders; and (y) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service.

G. In addition to the foregoing notice, the Debtors advertised the proposed Sale and the relief requested in this Order on the website of the Debtors' proposed claims and noticing agent, Kroll Restructuring Administration LLC on June [], 2024.

H. Notice of the Sale Transaction, the Motion, the time and place of the proposed Auction, the time and place of the Sale Hearing, the proposed entry of this Order, and the time for filing objections to the Motion (the "**Sale Notice**") was reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Auction, and the Sale Hearing. Such notice was sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Transaction, the Motion, the Auction, the Sale Hearing, or of the entry of this Order is necessary or shall be required.

I. In accordance with the Bidding Procedures Order, the Debtors have served the Potential Assumption and Assignment Notice on all non-Debtor counterparties to the Debtors' executory contracts and unexpired leases, which Potential Assumption and Assignment Notice identifies with respect to each executory contract or unexpired lease the amount, if any, required to cure any default and/or actual pecuniary loss to the non-Debtor counterparty resulting from such default including, but not limited to, all claims, demands, charges, rights to refunds, and monetary and non-monetary obligations that such non-Debtor counterparty can assert under such executory contract or unexpired lease, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with,

or in any way relating to such executory contract or unexpired lease (the foregoing amounts as stated in the Potential Assumption and Assignment Notice, the “**Cure Costs**”). The service and provision of the Potential Assumption and Assignment Notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assigned Contracts or establishing a Cure Cost for any Assigned Contract. Non-Debtor counterparties to the Assigned Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Assigned Contract and the Cure Cost set forth in the Potential Assumption and Assignment Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection to the stated Cure Costs or assignment has expired and to the extent any party timely filed a Cure Costs/Assignment Objection or Post-Auction Objection by the respective Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline (each as defined in the Assumption and Assignment Procedures), all such objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties, including but not limited to the Purchaser. To the extent that any such party did not timely file a Cure Costs/Assignment Objection or Post-Auction Objection by the deadline stated in the Potential Assumption and Assignment Notice, such party shall be deemed to have consented to (i) the assumption and assignment of the Assigned Contract to the Purchaser, and (ii) the proposed Cure Cost set forth on the Potential Assumption and Assignment Notice.

J. As evidenced by the certificates of service [Docket Nos. ____] previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely,

adequate and sufficient notice of the Motion, the Sale Hearing, the Sale Transaction, and the potential assumption and assignment of the Assigned Contracts (including Cure Costs related thereto) has been provided in compliance with the Bidding Procedures Order and in accordance with Bankruptcy Code sections 105(a), 363, 365, and 1113, and Bankruptcy Rules 2002, 4001, 6004, 6006, 9006, 9007, 9008 and 9014, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, or the Sale Transaction is or shall be required.

K. **Corporate Authority.** The Debtors have full corporate power and authority to execute the Purchase Agreement and all other documents contemplated thereby and the Debtors' sale of the Purchased Assets has been duly and validly authorized by all necessary corporate action. The Debtors have all of the corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement. The Debtors have taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtors to consummate such transactions.

L. **Title to Purchased Assets.** The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and lawful owner of the Purchased Assets. Subject to Bankruptcy Code sections 363(f) and 365(a), the transfer of each of the Purchased Assets to Purchaser, in accordance with the Purchase Agreement will be, as of the Closing Date (as defined in the Purchase Agreement), a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest Purchaser with all right, title, and interest of

the Debtors to the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances).

M. **Sale in the Best Interest of the Debtors' Estates.** The Debtors have articulated good and sufficient business reasons for the Court to authorize (i) the Debtor Sellers' entry into the Purchase Agreement and consummation of the Sale Transaction including the sale of the Purchased Assets to the Purchaser pursuant to the terms of the Purchase Agreement and this Order, (ii) the assumption and assignment of the Assigned Contracts as set forth herein and in the Purchase Agreement, and (iii) the assumption of the Assumed Liabilities (including the Assumed Secured Debt) as and to the extent set forth herein and in the Purchase Agreement. Entry into the Purchase Agreement and consummation of the Sale Transaction pursuant to this Order are sound exercises of business judgment, and such acts are in the best interests of the Debtors, their estates and creditors, and all parties-in-interest.

N. The Debtors have articulated good and sufficient business reasons justifying the sale of the Purchased Assets to the Purchaser. Additionally, as provided in the Declaration of John Sallstrom in support of the Motion [Docket No. ___]: (i) the Debtors conducted a robust marketing process to sell the Purchased Assets and the Purchase Agreement constitutes the highest and best offer for the Purchased Assets; (ii) the Bidding Procedures utilized were designed to yield the highest or otherwise best bids for the Purchased Assets; (iii) the Purchase Agreement and the closing of the Sale Transaction present the best opportunity to realize the highest value for the Purchased Assets; (iv) there is risk of deterioration of the value of the Purchased Assets if the Sale Transaction is not consummated promptly; and (v) the Purchase Agreement and the sale of the Purchased Assets to the Purchaser provide greater value to the Debtors' estates than would be provided by any other presently available alternative.

O. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose for the sale outside of: (i) the ordinary course of business, pursuant to Bankruptcy Code section 363(b); and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the Sale Transaction is necessary and appropriate to maximize the value of the Debtors' estates.

P. **Good Faith of Debtors and Purchaser.** There is no evidence before the Court of any collusion in connection with the sale process for the Purchased Assets. The Purchase Agreement was negotiated and is undertaken by the Debtor Sellers and the Purchaser at arm's-length and in good faith within the meaning of Bankruptcy Code section 363(m). The Purchaser is not an "insider" of any of the Debtors as that term is defined by Bankruptcy Code section 101(31). The Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets, complied with the Bidding Procedures and the Bidding Procedures Order, and agreed to, and did, subject its bid to the competitive Bidding Procedures approved in the Bidding Procedures Order. Purchaser in no way induced or caused the chapter 11 filing by the Debtors. Purchaser has not engaged in any conduct that would cause or permit the Sale Transaction or the Purchase Agreement to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code by any action or inaction. No common identity of directors, managers, officers, or controlling stockholders exist between Purchaser, on the one hand, and any of the Debtors, on the other hand. As a result of the foregoing, the Purchaser is entitled to the protections of Bankruptcy Code section 363(m), including in the event this Order or any portion thereof is reversed or modified on appeal, and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases.

Q. All payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale Transaction, including the assumption of the Assumed Secured Debt and assumption of other Assumed Liabilities as and to the extent set forth in the Purchase Agreement, have been disclosed.

R. There is no evidence that the Debtors or the Purchaser engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale Transaction to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, or any other applicable law including laws applicable in Canada.

S. The Purchase Agreement was not entered into, and the Sale Transaction is not consummated, for the purpose of hindering, delaying or defrauding the Debtors' creditors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or any other applicable law. Neither the Debtor Sellers nor the Purchaser have entered into the Purchase Agreement, or is consummating the Sale Transaction, for any fraudulent or otherwise improper purpose.

T. **Consideration.** The total consideration provided by the Purchaser for the Purchased Assets represents the highest and best offer received by the Debtors for the Purchased Assets, and the Purchase Price constitutes reasonably equivalent value and fair consideration under and as such terms are defined in the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code, and any other applicable laws of the United States, any state, territory, possession, or the District of Columbia, or any applicable laws in Canada.

U. **Free and Clear.** The Debtors may sell the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) to the fullest extent permitted by section 363(f) of the Bankruptcy Code because, with respect to each creditor asserting a lien, claim, interest or encumbrance, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)–(5) has been satisfied. Those holders of Liabilities and Encumbrances that did not object to or that withdrew their objections to the sale of the Purchased Assets or the Motion are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code, and are barred from challenging the Motion, the Sale Transaction, or the sale of the Purchased Assets free and clear of Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances). Those holders of Liabilities or Encumbrances that did object fall within one or more of the other subsections of Bankruptcy Code section 363(f) or are adequately protected by having their Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), if any, attach to the proceeds of the Sale Transaction ultimately attributable to the Purchased Assets in which such holders allege a Liability or Encumbrance, in the same order of priority, with the same validity, force and effect that each such holder had prior to the Sale Transaction, and subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

V. The Purchaser would not have entered into the Purchase Agreement and would not agree to consummate the Sale Transaction if the sale of the Purchased Assets to the Purchaser were not free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) to the fullest extent permitted pursuant to Bankruptcy Code section 363(f) or if the Purchaser would, or in the future could, be liable for any of such Liabilities and Encumbrances.

W. **No Successor Liability.** The Sale Transaction contemplated under the Purchased Agreement does not amount to a consolidation, merger, or de facto merger of the Purchaser and the Debtors or the Debtors' estates: there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Purchaser is not a successor or assignee of the Debtors or their estates for any purpose, including but not limited to under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental (to the extent permitted by law), escheat or unclaimed property laws, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), and Purchaser and its affiliates shall have no liability or obligation under the Workers Adjustment and Retraining Act (the "**WARN Act**"), 929 U.S.C. §§ 210 et seq. or the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act and/or the Fair Labor Standards Act. Other than the Assumed Liabilities as and to the extent set forth in the Purchase Agreement, the Purchaser shall have no liability or obligations of any kind, character, or nature whatsoever with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities

or relating to any of the Excluded Assets, and the Debtors hereby irrevocably release and forever discharge the Purchaser and any of the Purchaser's successors and assigns from any and all Claims, Actions, obligations, Liabilities, demands, damages, losses, costs, and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale and assignment of the Purchased Assets, except for, and to the extent of, the Assumed Liabilities (including the Assumed Secured Debt) assumed in accordance with and arising expressly under the Purchase Agreement.

X. The Purchaser would not have acquired the Purchased Assets but for the protections against potential claims based upon successor liability, de facto merger, or theories of similar effect that are set forth in this Order.

Y. **Assigned Contracts.** The Debtors have proven and demonstrated that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Purchaser in connection with the consummation of the Sale Transaction, and the assumption and assignment of the Assigned Contracts to the Purchaser is in the best interests of the Debtors, their estates and creditors and all parties-in-interest. The Assigned Contracts being assigned to the Purchaser are an integral part of the Purchased Assets being purchased by the Purchaser, and accordingly, such assumption and assignment of such Assigned Contracts is reasonable and enhances the value of the Debtors' estates.

Z. The Cure Costs with respect to the Assigned Contracts are deemed to be the entire cure obligation due and owing under such Assigned Contracts under Bankruptcy Code section 365(b). To the extent that any non-Debtor counterparty to an Assigned Contract failed to timely file an objection to the proposed Cure Cost filed with the Bankruptcy Court and associated with such Assigned Contract, the Cure Cost listed in the Potential Assumption and Assignment Notice

with respect to such Assigned Contract shall be deemed to be the entire cure obligation due and owing under such Assigned Contract.

AA. Each respective provision of the Assigned Contracts or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Assigned Contracts (including, without limitation, any provisions purporting to prohibit possession or control of leased property by any party other than the applicable Debtor counterparty or its affiliates) has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365.

BB. Assumption and assignment of any Assigned Contract pursuant to this Order and the Purchase Agreement and full payment of any applicable Cure Cost shall result in the full release and satisfaction of any and all cures, claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assigned Contract at any time prior to the Closing Date, and shall relieve the Debtors and their estates from any liability for any breach of such Assigned Contract occurring after such assignment.

CC. The Purchaser has demonstrated adequate assurance of future performance of all Assigned Contracts to be assigned to the Purchaser, within the meaning of Bankruptcy Code section 365.

DD. Upon the assignment to the Purchaser: (i) each Assigned Contract shall be deemed valid and binding and in full force and effect in accordance with its terms, and all defaults thereunder, if any, shall be deemed cured upon payment of the relevant Cure Cost (if applicable), subject to the provisions of this Order and the Purchase Agreement; and (ii) the Purchaser shall assume all obligations under each such Assigned Contract.

EE. **Injunctive Relief.** The injunction set forth in this Order against creditors and third parties pursuing claims against, and Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) on, the Purchased Assets is necessary to induce the Purchaser to close the Sale Transaction, and the issuance of such injunctive relief is therefore necessary and appropriate to avoid irreparable injury to the Debtors' estates and will therefore benefit the Debtors' creditors.

FF. **Record Retention.** Pursuant to the terms of and subject to the conditions in Sections 7.1(d) and 7.5 of the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records for the specified purposes set forth in, and in accordance with, the Purchase Agreement.

GG. **Valid and Binding Contract; Validity of Transfer.** The Purchase Agreement is a valid and binding contract between the Debtors and Purchaser and shall be enforceable pursuant to its terms. The Purchase Agreement and the Sale Transaction itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, and any chapter 11 trustee appointed in these Chapter 11 Cases, or in the event the Chapter 11 Cases are converted to a case under chapter 7 of the Bankruptcy Code, a chapter 7 trustee, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), 365(1), and 1113 of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

HH. Personally Identifiable Information. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

II. No *Sub Rosa* Plan. The Sale Transaction does not constitute a *sub rosa* chapter 11 plan. The Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for any of the Debtors.

JJ. Legal and Factual Bases. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties-in-interest.

KK. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Order, and, sufficient cause having been shown, waives any such stay, and expressly directs entry of judgment as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Purchase Agreement. The Purchaser, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may at its discretion close the Sale Transaction contemplated by the Purchase Agreement at any time after entry of this Order.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. **Motion is Granted.** The Motion and the relief requested therein as it pertains to the Sale Transaction is **GRANTED**, to the extent set forth herein.

2. **Objections Overruled.** Any Objection to the Motion, the Sale Transaction, or any other relief granted in this Order, including, without limitation, any objections to Cure Costs or relating to the cure of any defaults under any of the Assigned Contracts or the assumption and assignment of any of the Assigned Contracts to the Purchaser by the Debtors, to the extent not resolved, adjourned for hearing on a later date, waived or withdrawn, or previously overruled, and all reservations of rights included therein, is hereby **OVERRULED** and **DENIED** on the merits.

3. **Ratification of Bidding Procedures.** The Bidding Procedures utilized by the Debtors with respect to the Sale Transaction are hereby ratified and were appropriate under the circumstances in order to maximize the value obtained from the Sale Transaction for the benefit of the estates.

4. **Adequate Notice.** Notice of the Motion, the Sale Hearing, Purchase Agreement, the Auction, and the relief granted in this Order was fair and equitable under the circumstances and complied in all respects with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, the Local Bankruptcy Rules, the Assumption and Assignment Procedures, the Bidding Procedures Order, and the orders of the Bankruptcy Court.

5. **Approval.** The Purchase Agreement and the Sale Transaction are hereby **APPROVED** in all respects, and the Debtors are authorized to enter into and perform under the Purchase Agreement and all other ancillary documents associated therewith and/or required thereunder. Each of the Debtors and the Purchaser are hereby authorized and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale Transaction and the Closing in accordance with the Motion, the Purchase Agreement, and this Order; (b) assume and assign the Assigned Contracts to be assigned to the Purchaser pursuant to the Purchase Agreement; (c) provide for the assumption of the Assumed Liabilities (including the Assumed Secured Debt)

as and to the extent set forth in the Purchase Agreement; and (d) perform, consummate, implement and close fully the Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement. Purchaser shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to enforce any of its remedies under the Purchase Agreement or any other Ancillary Document. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order and/or the Purchase Agreement.

6. **Transfer of Purchased Assets Free and Clear of Liens.** Pursuant to sections 105(a), 363(b), 363(f), and 1113, the Debtors are hereby authorized and directed to consummate, the sale, transfer and assignment of all of the Debtors' rights, title and interest in the Purchased Assets to the Purchaser in accordance with the Purchase Agreement, and such transfer to the Purchaser of the Debtors' rights, title, and interest in the Purchased Assets pursuant to the Purchase Agreement shall be, and hereby is deemed to be, a legal, valid, and effective transfer of the Debtors' rights, title, and interest in the Purchased Assets, and shall vest with or in the Purchaser all rights, title, and interest of the Debtors in the Purchased Assets, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), including but not limited to successor or successor-in-interest liability and claims in respect of the Excluded Liabilities, to the fullest extent permitted by section 363(f) of the Bankruptcy Code, with any Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) attaching to the net available proceeds with the same validity, extent, and priority as immediately prior to the sale of the Purchased Assets, subject to the provisions of the Purchase Agreement and this Order, and any rights, claims, and defenses of the Debtors and other parties-in-interest. Except

as otherwise expressly provided in the Purchase Agreement (including with respect to the Assumed Secured Debt), all Encumbrances and Liabilities (other than Permitted Encumbrances) shall not be enforceable as against any member of the Purchaser Group (as defined below) or the Purchased Assets.

7. Unless expressly included in the Assumed Liabilities and Permitted Encumbrances, neither the Purchaser, nor any of the Purchaser's affiliates (including any subsidiary of Purchaser, nor any person or entity that could be treated as a single employer with the Purchaser pursuant to Section 4001(b) the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended ("IRC") (collectively, the "**Purchaser Group**")) shall be obligated or responsible for any Liabilities and/or Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) in respect of any of the following: (a) any labor or employment agreements; (b) any mortgages, deeds of trust and security interests; (c) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors; (d) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) ERISA, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection Act, (xii) the Pension Protection Act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted

by law), (xv) state discrimination laws, (xvi) state unemployment compensation laws or any other similar state laws, or (xvii) any other state or federal benefits or claims relating to any employment with the Debtors or any of its respective predecessors; (e) any bulk sales or similar law; (f) any tax statutes or ordinances, including, without limitation, the IRC, as amended, or any state or local tax laws; (g) any escheat or unclaimed property laws; (h) to the extent not included in the foregoing, any of the Excluded Liabilities under the Purchase Agreement; and (i) any theories of successor or transferee liability.

8. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date.

9. This Order (a) is and shall be effective as a determination that other than Permitted Encumbrances and Assumed Liabilities (including the Assumed Secured Debt) as and to the extent set forth in the Purchase Agreement, all Liabilities and Encumbrances of any kind, character or nature whatsoever existing as to the Purchased Assets prior to the Closing have been unconditionally released, discharged, and terminated to the fullest extent permitted by section 363(f) of the Bankruptcy Code, and that the conveyances described herein have been effected, including, without limitation, claims in connection with any tax liability and (b) is and shall be binding upon and shall authorize all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the

Purchased Assets conveyed to the Purchaser. Other than Permitted Encumbrances and liens and security interests relating to the Assumed Liabilities (including the Assumed Secured Debt), all recorded Liabilities and Encumbrances against the Purchased Assets from their records, official and otherwise, shall be deemed stricken.

10. If any person or entity which has filed statements or other documents or agreements evidencing Liabilities or Encumbrances in respect of the Purchased Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) which the person or entity has or may assert with respect to the Purchased Assets, the Debtors and the Purchaser are hereby authorized to file copies of this Order as evidence of the termination, satisfaction, and release of such Liabilities and Encumbrances. For the avoidance of doubt, the provisions of this Order authorizing the sale and assignment of the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), and free and clear of all Excluded Liabilities, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order; provided, however, that in the event the Purchaser requests that the Debtors execute and/or file such releases, termination statements, assignments, consents, or other instruments, the Debtors are authorized and directed to do so.

11. Each and every federal, state, municipal and other governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and

instruments in connection with or necessary to consummate the Sale Transaction contemplated by the Purchase Agreement.

12. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Debtors' rights, title, and interest in the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Purchaser on the Closing Date pursuant to the terms of the Purchase Agreement, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities (including the Assumed Secured Debt, as and to the extent set forth in the Purchase Agreement) and Permitted Encumbrances), to the fullest extent permitted by Bankruptcy Code section 363(f).

13. **No Successor Liability.** Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Purchase Agreement, neither Purchaser nor any other member of the Purchaser Group shall be deemed, as a result of any action taken in connection with the purchase of the Purchased Assets or as a result of the consummation of the transactions contemplated by the Purchase Agreement, to have any successor, vicarious or other liabilities of any kind, character or nature whatsoever, including but not limited to under or in connection with any theory of antitrust, environmental (to the extent permitted by law), tax, successor or transferee liability, withdrawal liability, labor law, contract law, common law, bulk sales laws (to the extent permitted under the Bankruptcy Code) or tax law and neither Purchaser nor any other member of the Purchaser Group shall be deemed to (a) be a successor or assign (or other such similarly situated party) of the Debtors (other than with respect to the Assumed Liabilities as expressly stated in the Purchase Agreement) for any purpose including, but not limited to, any foreign, federal, state or common law or local revenue, pension, ERISA, tax, labor,

employment, environmental (to the extent permitted by law), or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine and Purchaser and all other members of the Purchaser Group shall have no liability or obligation under (i) ERISA, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection act, (xii) the Pension Protection act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), or other applicable laws; (b) have, de facto or otherwise, merged with or into the Debtors; (c) be a mere continuation of the Debtors or their estates (and there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Purchaser and the Debtors, and there is no continuity of enterprise between the Purchaser and the Debtors); or (d) be holding itself out to the public as a continuation of the Debtors. Except for the Assumed Liabilities as and to the extent set forth in the Purchase Agreement, the Purchaser shall have no liability, obligation or responsibility of any kind, character or nature whatsoever for any liability or other obligation of the Debtors or any other Person or Entity arising under or related to the any of Purchased Assets, the Excluded Assets, the Excluded Liabilities or otherwise. The Motion contains sufficient notice of such limitation in accordance with Rule 6004-1 of the Local Bankruptcy Rules.

14. **Sale, Assumption and Assignment of the Assigned Contracts.** The Debtors are hereby authorized, in accordance with Bankruptcy Code sections 105(a), 363, 365, and 1113, to (a) sell, assume and assign to Purchaser, in accordance with the Purchase Agreement, effective upon the Closing Date, the Assigned Contracts free and clear of all Liabilities and Encumbrances of any kind, character or nature whatsoever (other than the Assumed Liabilities as and to the extent set forth in the Purchase Agreement and Permitted Encumbrances) and (b) execute and deliver to Purchaser such documents or other instruments as Purchaser may deem necessary to assign and transfer the Assigned Contracts and the Assumed Liabilities to Purchaser in accordance with the Purchase Agreement.

15. With respect to the Assigned Contracts: (a) each Assigned Contract is an executory contract or unexpired lease under Bankruptcy Code sections 365 or 1113; (b) the Debtors may assume each of the Assigned Contracts in accordance with Bankruptcy Code section 365 or 1113; (c) the Debtors may assign each Assigned Contract in accordance with Bankruptcy Code sections 363, 365, and 1113, and any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the non-Debtor counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under Bankruptcy Code sections 363, 365, and/or 1113 for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract, in accordance with the Purchase Agreement, have been satisfied; (e) the Assigned Contracts shall be transferred and assigned to, and following the Closing Date remain in full force and effect for the benefit of, the Purchaser in accordance with the Purchase Agreement, notwithstanding any provision in any such

Assigned Contract (including those of the type described in Bankruptcy Code sections 365(b)(2) and (f)) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assignment to and assumption by Purchaser in accordance with the Purchase Agreement; and (f) upon the Closing Date, in accordance with Bankruptcy Code sections 363, 365, and 1113, Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assigned Contract.

16. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)) shall be cured in the ordinary course of business after the Closing by the Purchaser by payment of the Cure Costs. To the extent that any counterparty to an Assigned Contract did not object to the applicable Cure Cost or adequate future performance with respect to the Purchaser by the Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline, as applicable, such counterparty is deemed to have consented to such Cure Cost and the assumption and assignment of the applicable Assigned Contract(s) to the Purchaser in accordance with the Purchase Agreement.

17. Unless otherwise represented by the Debtors in a separate pleading, in open court at the Sale Hearing, or pursuant to a contract or lease amendment entered into by the Debtors, Purchaser, and the appropriate contract or lessor counterparty (any such amendment being deemed approved by this Order), in each foregoing instance, subject to the prior consent of Purchaser, the Potential Assumption and Assignment Notice reflects the sole amounts necessary under Bankruptcy Code section 365(b) to cure all monetary defaults under the Assigned Contracts, and

no other amounts are or shall be due in connection with the assumption by the Debtors and the assignment to Purchaser of the Assigned Contracts in accordance with the Purchase Agreement.

18. Upon the Debtors' assignment of the Assigned Contracts to Purchaser under the provisions of this Order and any additional orders of this Court and payment of any Cure Costs pursuant to Paragraph 15 hereof, no default shall exist under any Assigned Contract, and no counterparty to any Assigned Contract shall be permitted (a) to declare a default by Purchaser under such Assigned Contract, (b) raise or assert against the Debtors or the Purchaser, or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, or (c) otherwise take action against Purchaser as a result of Debtors' financial condition, bankruptcy or failure to perform any of their obligations under the relevant Assigned Contract. Each non-Debtor party to an Assigned Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against Purchaser, any counterclaim, defense, setoff (except setoffs asserted prior to the Petition Date), recoupment, or any other claim asserted or assertable against the Debtors; and (ii) imposing or charging against Purchaser any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment to Purchaser of any Assigned Contract in accordance with the Purchase Agreement. The validity of such assumption and assignment of each Assigned Contract shall not be affected by any dispute between the Debtors and any non-Debtors party to an Assigned Contract relating to such contract's respective Cure Costs.

19. The failure of the Debtors or Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and Purchaser's rights to enforce every term and condition of the Assigned Contracts.

20. Notwithstanding anything herein to the contrary and subject to the Purchase Agreement, Purchaser may, at any time prior to the Closing Date, make additions and deletions to the list of Assigned Contracts by delivery of written notice to Debtors (which shall then serve notice on the non-Debtor counterparties to each of the contracts so added or deleted). Any such deleted contract shall be deemed to no longer be an Assigned Contract and any contract so added shall be deemed an Assigned Contract.

21. The Debtors' assumption of the Assigned Contracts to be assigned to the Purchaser is subject to the consummation of the Sale Transaction. To the extent that an objection by a counterparty to any such Assigned Contract, including any Cure Costs/Assignment Objection or Post-Auction Objection, is not resolved prior to the Closing Date, the Debtors, with the prior specific written consent of the Purchaser and in accordance with the Purchase Agreement, may elect to: (a) not assume and assign to the Purchaser such Assigned Contract; (b) postpone the assumption of such Assigned Contract until the resolution of such objection; or (c) reserve the disputed portion of any applicable Cure Cost and assume such Assigned Contract on the Closing Date. So long as there are no other unresolved objections to the assumption and assignment of such applicable Assigned Contract, the Debtors can, without further delay, assume and assign such Assigned Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse would be limited to any funds agreed by Purchaser to be held in reserve, pending resolution of any disputed Cure Cost.

22. All counterparties to the Assigned Contracts to be assigned to the Purchaser shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtors or the Purchaser for any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Purchased Assets.

23. In accordance with section 365 of the Bankruptcy Code, the Debtors have shown that Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the Purchase Agreement on the Closing Date and thereafter, and the Purchaser is able to provide adequate assurance of its future performance to counterparties to the Assigned Contracts.

24. For the avoidance of doubt, the Debtors are authorized under section 1113 of the Bankruptcy Code to assume and assign all collective bargaining agreements set forth on Schedule 2.1(d) to the Purchase Agreement; provided that such collective bargaining agreements assigned to Purchaser shall include and incorporate, and shall be subject in all respects to the terms and conditions of, those certain [add details of various MOUs between Purchaser and applicable Unions].

25. **Purchaser's Standing; Debtors' Standing.** The Purchaser shall have standing to object to the allowance of claims (as such term is defined in section 101(5) of the Bankruptcy Code) asserted against the Debtors or their estates that constitute obligations assumed by the Purchaser pursuant to the terms of the Purchase Agreement. Nothing in this Order shall: (a) divest the Debtors of their standing or duty as debtors-in-possession under the Bankruptcy Code from reconciling claims asserted against the Debtors or their estates and objecting to any such claims

that should be reduced, reclassified or otherwise disallowed; or (b) obligate the Purchaser to object to any claims.

26. ***Ipso Facto* Clauses Ineffective.** With respect to the Assigned Contracts, in connection with the Sale Transaction: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 or 1113 of the Bankruptcy Code; (b) the Debtors may assign each Assigned Contract in accordance with sections 363, 365 and/or 1113 of the Bankruptcy Code, and any provisions in any Assigned Contract that directly or indirectly prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363, 365 and/or 1113 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied; and (d) effective upon the Closing Date, or any later applicable effective date of assumption with respect to a particular Assigned Contract, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing, or such later applicable effective date, and the Assigned Contracts shall remain in full force and effect for the benefit of the Purchaser, notwithstanding any provision in any Assigned Contract (including those of the type described in sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contract and the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption by the Debtors and assignment to the Purchaser, except as otherwise provided in the Purchase Agreement.

To the extent any provision in any Assigned Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any “change of control” provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Debtors’ Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Debtors’ Chapter 11 Cases, (C) the Debtors’ assumption and assignment of such Assigned Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the Non-Debtor Counterparty to prohibit, restrict, or condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the Non-Debtor Counterparty to terminate or recapture such Assigned Contract, impose any penalty, additional payments, damages, or other financial accommodations in favor of the Non-Debtor Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale Transaction pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

27. **Prohibition of Actions Against Purchaser.** Except as expressly provided in the Purchase Agreement or by this Order, all Persons and Entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants, and other Persons or

Entities, holding or asserting any Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances) of any kind or nature whatsoever arising prior to the Closing Date against or in the Debtors or the Debtors' interests in the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated, or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether imposed by agreement, understanding, law, equity, or otherwise), including, without limitation, the non-Debtor party or parties to each Assigned Contract to be assigned to the Purchaser holding claims arising prior to the Closing Date, shall be and hereby are forever barred, estopped and permanently enjoined to the fullest extent permitted by section 363(f) of the Bankruptcy Code from asserting, prosecuting or otherwise pursuing such pre-Closing Date Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances) against the Purchaser or its affiliates, successors, assigns, equity holders, directors, officers, employees or professionals, the Purchased Assets, or the interests of the Debtors in such Purchased Assets (other than Permitted Encumbrances and Assumed Liabilities including the Assumed Secured Debt, as and to the extent set forth in the Purchase Agreement). Following the Closing, and to the fullest extent permitted by section 363(f) of the Bankruptcy Code, no holder of a pre-Closing Date Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances) against the Debtors or any of the Purchased Assets shall interfere with the Purchaser's title to or use and enjoyment of the Debtors' interest in the Purchased Assets based on or related to such Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances), and, except as otherwise provided in the Purchase Agreement or this Order, all such Liabilities and Encumbrances (other

than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances), if any, shall be, and hereby are transferred and will attach to the net available proceeds from the sale of the Purchased Assets in the order of their priority, with the same validity, force, and effect which they have against such Purchased Assets as of the Closing, subject to any rights, claims, and defenses that the Debtors' estates and the Debtors, as applicable, may possess with respect thereto. All Persons and Entities are hereby permanently enjoined from taking any action, or engaging in any inaction, that would impede, delay, interfere with or otherwise adversely affect the ability of the Debtors to transfer the Purchased Assets (or any portion thereof) to the Purchaser in accordance with the terms of this Order or the ability of the Purchaser to use or enjoy the Purchased Assets (or any portion thereof) after the Closing.

28. Subject to the Closing, none of the Purchaser or its affiliates, successors, assigns, equity holders, officers, directors, employees, agents, or professionals shall have or incur any obligation or liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors, or assigns, arising out of or relating to the negotiation, investigation, preparation, execution, delivery or performance of the Purchase Agreement and the entry into and consummation of the sale of the Purchased Assets, except as expressly provided in the Purchase Agreement and this Order.

29. **Good Faith.** The Purchase Agreement has been entered into by the Purchaser in good faith and the Purchaser is a good faith purchaser of the Purchased Assets as that term is used in Bankruptcy Code section 363(m). The Purchaser is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

30. There is no evidence that the Debtors or the Purchaser have engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale Transaction

to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, or any other applicable law.

31. **No Bulk Sales Law.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction. No obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment is due to any person in connection with the Purchase Agreement or the transactions contemplated hereby or thereby for which the Purchaser is or will become liable.

32. **No Fraudulent Transfer.** The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the sale of the Purchased Assets may not be avoided, or costs or damages imposed or awarded under Bankruptcy Code section 363(n) or any other provision of the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, or any other similar federal or state laws.

33. **Licenses; Permits.** To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors with respect to the Purchased Assets and the Assigned Contracts, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date.

34. Without limiting the provisions of paragraph 33 above, but subject to Bankruptcy Code section 525(a), no governmental unit may revoke or suspend any right, license, trademark or

other permission relating to the use of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the sale of the Purchased Assets.

35. **Record Retention.** Pursuant to the terms of and subject to the conditions contained in the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records subject to the terms of, and for the specified purposes set forth in, and in accordance with, Sections 7.1(d) and 7.5 of the Purchase Agreement.

36. **Conflicts.** To the extent this Order is inconsistent with any prior order or pleading filed in these Chapter 11 Cases, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Purchase Agreement, the terms of this Order shall govern.

37. **Subsequent Plan Provisions.** Nothing contained in any chapter 11 plan confirmed in the Debtors' Chapter 11 Cases, or any order confirming any such plan or in any other order in these Chapter 11 Cases (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the Purchase Agreement or this Order.

38. **Binding Nature of Order.** This Order and the Purchase Agreement shall be binding in all respects upon all creditors and interest holders of the Debtors, all non-debtor parties to the Assigned Contracts, any statutory committee appointed in these Chapter 11 Cases, all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, "responsible persons," or other fiduciaries appointed in the Chapter 11 Cases or upon

a conversion of the Debtors' cases to cases under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee; and the Purchase Agreement shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Purchaser hereunder shall remain effective and, notwithstanding such dismissal or conversion, shall remain binding on parties-in-interest.

39. **Failure to Specify Provisions.** The failure specifically to include or make reference to any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement is authorized and approved in its entirety subject to paragraph 29 of this Order.

40. **Standing.** The Purchase Agreement shall be in full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

41. **Retention of Jurisdiction.** The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order, including, without limitation, the authority to: (a) interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided in this Order), the terms of the Purchase Agreement, all amendments thereto and any waivers and consents thereunder; (b) protect the Purchaser, or the Purchased Assets, from and against any of the Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances); (c) compel delivery of all Purchased Assets to the Purchaser; and (d) resolve any disputes arising under or related to the Purchase Agreement or the sale of the Purchased Assets.

42. **Non-Material Modifications.** The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court; *provided, however*, that any such modification, amendment, or supplement is neither material nor materially changes the economic substance of the transactions contemplated hereby.

43. **Conditions Precedent.** Neither the Purchaser nor the Debtors shall have an obligation to close the Sale Transaction until all conditions precedent in the Purchase Agreement to each of their respective obligations to close the Sale Transaction have been met, satisfied, or waived in accordance with the terms of the Purchase Agreement.

44. **Further Assurances.** From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Purchase Agreement including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in Purchaser its right, title and interest in and to the Purchased Assets.

45. **Personally Identifiable Information.** After giving due consideration to the facts, circumstances, and conditions of the Purchase Agreement, the Sale Transaction is consistent with the Debtors' privacy policies concerning personally identifiable information and no showing was made that the sale of any personally identifiable information contemplated in the Purchase Agreement, subject to the terms of this Order, would violate applicable non-bankruptcy law.

46. **Reservation of Rights.** Nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting or otherwise impair or diminish any

right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

47. **No Stay of Order.** Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rule 6004(h) and 6004(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry; (b) the Debtors are not subject to any stay of this Order or in the implementation, enforcement, or realization of the relief granted in this Order; and (c) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a) and shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

Dated: Wilmington, Delaware
[], 2024

Honorable []
United States Bankruptcy Judge

EXHIBIT 1

Asset Purchase Agreement

SCHEDULE C
BIDDING PROCEDURES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 20

ORDER (I) APPROVING BIDDING PROCEDURES IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) DESIGNATING STALKING HORSE BIDDERS AND STALKING HORSE BIDDER PROTECTIONS, (III) SCHEDULING AUCTION FOR AND A HEARING TO APPROVE THE SALE OF ASSETS, (IV) APPROVING NOTICE OF RESPECTIVE DATE, TIME AND PLACE FOR AUCTION AND FOR A HEARING ON APPROVAL OF THE SALE, (V) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (VI) APPROVING FORM AND MANNER OF NOTICE THEREOF, AND (VII) GRANTING RELATED RELIEF

Upon the Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief (the

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

“Motion”)² for entry of an order authorizing or approving, among other things, (a) the bidding procedures (in the form attached hereto as Exhibit 1, the “Bidding Procedures”) in connection with the sales or dispositions (each, a “Sale” and collectively, the “Sales”) of substantially all of the Debtors’ Assets (the “Assets”), (b) the designation of the Stalking Horse Bidders and the bid protections provided to the Stalking Horse Bidders under the terms of the respective Stalking Horse APAs, (c) authorizing and approving the terms of and the Debtors’ entry into the Stalking Horse APAs (attached hereto as Exhibits 3 through 4, respectively), (d) the notice of the Auction for the Sales and a hearing thereon (in the form attached hereto as Exhibit 5, the “Notice of Auction and Sale Hearing”), (e) the procedures (the “Assignment Procedures”), as set forth below, for the assumption and assignment of certain of the Debtors’ executory contracts or unexpired leases (the “Contracts”), and (f) the notice of the potential assumption and assignment of the Contracts (in the form attached hereto as Exhibit 6, the “Potential Assumption and Assignment Notice”); and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given except as set forth herein with respect to

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion or, if not defined in the Motion, in the Bidding Procedures.

the Auction, the Sale Hearing and the potential assumption and assignment of the Contracts; and a reasonable opportunity to object to or be heard regarding the relief provided herein has been afforded to parties-in-interest pursuant to Bankruptcy Rule 6004(a); and the Court having considered the First Day Declaration and Sale Declaration; and upon the record of the hearing and all of the proceedings had before the Court; and the Court having found that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and the Court having found that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, 507, and 1113 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, 9006-1, and 9013-1(m).

C. Sale Process. The Debtors and their advisors, including Houlihan Lokey engaged in a robust and extensive prepetition sale process prior to the execution of the Stalking Horse APAs

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

(defined herein as, collectively, the Avalon Stalking Horse APA and ABC Stalking Horse APA) to solicit and develop the highest and otherwise best offers for the respective Assets.

D. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the Bidding Procedures attached hereto as Exhibit 1. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value of the proceeds of the sale of the Assets. The Bidding Procedures were negotiated in good faith and at arm's-length and are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in the Assets. The process for selecting the Avalon Stalking Horse Bidder and ABC Stalking Horse Bidder (collectively, the "Stalking Horse Bidders," and the bids of such Stalking Horse Bidders, collectively, the "Stalking Horse Bids"), respectively, was fair and appropriate under the circumstances and in the best interests of the Debtors' estates. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

E. Designation of the Avalon Stalking Horse Bid. The Avalon Stalking Horse Bid as reflected in the Avalon Stalking Horse APA represents the highest and otherwise best offer the Debtors have received to date to purchase the Avalon Assets, as defined in the Motion and as more fully described in the Avalon Stalking Horse APA. The Avalon Stalking Horse APA provides the Debtors with the opportunity to sell the Avalon Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process subject to the provisions of section H, below. Without the Avalon Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the Avalon Assets. As such, the contributions of the Avalon Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The Avalon Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors'

restructuring process and secure a fair and adequate baseline bid for the Avalon Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

F. Designation of the Avalon Stalking Horse Bidder. The Avalon Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the Avalon Stalking Horse APA and the Avalon Stalking Horse Bid shall be subject to higher and otherwise better offers in accordance with the Avalon Stalking Horse APA and the Bidding Procedures. Pursuit of the Avalon Stalking Horse Bidder as a "stalking horse bidder" and the Avalon Stalking Horse APA as a "stalking horse purchase agreement" is in the best interests of the Debtors and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

G. The Avalon Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the Avalon Stalking Horse Bidder and the Debtors. The Avalon Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the Avalon Stalking Horse Bidder's negotiation of the Avalon Bid Protections and the Bidding Procedures and entry into the Avalon Stalking Horse APA.

H. Avalon Bid Protections. The Debtors have articulated compelling and sufficient business reasons for the Court to approve the Debtors' provision of the Avalon Bid Protections. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee (i) have been negotiated by the Avalon Stalking Horse Bidder and the Debtors and their respective advisors at arm's length and in good faith and the Avalon Stalking Horse APA (including the Avalon Bid Protections) is the culmination of a process undertaken by the Debtors and their

professionals to negotiate a transaction with bidders that are prepared to pay the highest and otherwise best purchase price to date for the Avalon Assets; (ii) are fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale, the substantial efforts that have been and will be expended by the Avalon Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher and better offers, and the substantial benefits that the Avalon Stalking Horse Bidder has provided to the Debtors, their estates, their creditors and parties in interest herein, including, among other things, by increasing the likelihood that the best possible purchase price for the Avalon Assets will be received; and (iii) provide protections that were material inducements for, and express conditions of, the Avalon Stalking Horse Bidder's willingness to enter into the Stalking Horse APA, and is necessary to ensure that the Avalon Stalking Horse Bidder will continue to pursue the Avalon Stalking Horse APA and the transactions contemplated thereby. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee, to the extent payable under the Avalon Stalking Horse APA, (a) provides a substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (b)(x) are an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (c) are commensurate to the real and material benefits conferred upon the Debtors' estates by the Avalon Stalking Horse Bidder, and (d) are fair, reasonable, and appropriate, including in light of the size and nature of the transactions and the efforts that have been and will be expended by the Avalon Stalking Horse Bidder. Unless it is assured that the Avalon Bid Protections will be available, the Avalon Stalking Horse Bidder is unwilling to remain obligated to consummate the Avalon Stalking Horse APA or

otherwise be bound under the Avalon Stalking Horse APA, including, without limitation, the obligations to maintain their committed offers while such offers are subject to higher and otherwise better offers as contemplated by the Bidding Procedures. The Avalon Bid Protections are a material inducement for, and condition of, the Avalon Stalking Horse Bidder's execution of the Avalon Stalking Horse APA.

I. Designation of the ABC Stalking Horse Bid. The ABC Stalking Horse Bid as reflected in the ABC Stalking Horse APA represents the highest and otherwise best offer the Debtors have received to date to purchase the ABC Assets, as defined in the Motion and as more fully described in the ABC Stalking Horse APA. The ABC Stalking Horse APA provides the Debtors with the opportunity to sell the ABC Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process subject to the provisions of section L, below. Without the ABC Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the ABC Assets. As such, the contributions of the ABC Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The ABC Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors' restructuring process and secure a fair and adequate baseline bid for the ABC Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

J. Designation of the ABC Stalking Horse Bidder. The ABC Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the ABC Stalking Horse APA and the ABC Stalking Horse Bid shall be subject to higher and otherwise better offers in accordance with the ABC Stalking Horse APA and the Bidding Procedures. Pursuit of the ABC Stalking Horse Bidder as a "stalking horse bidder" and the ABC Stalking Horse APA as a "stalking horse

purchase agreement” is in the best interests of the Debtors and the Debtors’ estates and their creditors, and it reflects a sound exercise of the Debtors’ business judgment.

K. The ABC Stalking Horse Bidder is not an “insider” or “affiliate” of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the ABC Stalking Horse Bidder and the Debtors. The ABC Stalking Horse Bidder and its counsel and advisors have acted in “good faith” within the meaning of section 363(m) of the Bankruptcy Code in connection with the ABC Stalking Horse Bidder’s negotiation of the ABC Bid Protections and the Bidding Procedures and entry into the ABC Stalking Horse APA.

L. ABC Bid Protections. The Debtors have articulated compelling and sufficient business reasons for the Court to approve the Debtors’ provision of the ABC Bid Protections. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee (i) have been negotiated by the ABC Stalking Horse Bidder and the Debtors and their respective advisors at arm’s length and in good faith and the ABC Stalking Horse APA (including the ABC Bid Protections) is the culmination of a process undertaken by the Debtors and their professionals to negotiate a transaction with a bidder that was prepared to pay the highest or otherwise best purchase price to date for the ABC Assets; (ii) are fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale, the substantial efforts that have been and will be expended by the ABC Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher and better offers, and the substantial benefits that the ABC Stalking Horse Bidder has provided to the Debtors, their estates, their creditors and parties in interest herein, including, among other things, by increasing the likelihood that the best possible purchase price for the ABC Assets will be received; and (iii) provide protections that were material inducements for,

and express conditions of, the ABC Stalking Horse Bidder's willingness to enter into the Stalking Horse APA, and is necessary to ensure that the ABC Stalking Horse Bidder will continue to pursue the ABC Stalking Horse APA and the transactions contemplated thereby. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee, to the extent payable under the ABC Stalking Horse APA, (a) provides a substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (b)(x) are an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (c) are commensurate to the real and material benefits conferred upon the Debtors' estates by the ABC Stalking Horse Bidder, and (d) are fair, reasonable, and appropriate, including in light of the size and nature of the transactions and the efforts that have been and will be expended by the ABC Stalking Horse Bidder. Unless it is assured that the ABC Bid Protections will be available, the ABC Stalking Horse Bidder is unwilling to remain obligated to consummate the ABC Stalking Horse APA or otherwise be bound under the ABC Stalking Horse APA, including, without limitation, the obligations to maintain its committed offer while such offer is subject to higher and otherwise better offers as contemplated by the Bidding Procedures. The ABC Bid Protections are a material inducement for, and condition of, the ABC Stalking Horse Bidder's execution of the ABC Stalking Horse APA.

M. Notice of Auction and Sale Hearing. The Notice of Auction and Sale Hearing, the form of which is attached as Exhibit 5, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing, the Bidding Procedures, the Sale, and all relevant and important dates and objection deadlines with respect to

the foregoing, and no other or further notice of the Motion, the Sale or the Auction shall be required.

N. Assumption and Assignment Provisions. The Debtors have articulated good and sufficient business reasons for the Court to approve the Assumption and Assignment Procedures and the Potential Assumption and Assignment Notice attached hereto as Exhibit 6, which are fair, reasonable, and appropriate. The Assumption and Assignment Procedures comply with the provisions of sections 365 and 1113 of the Bankruptcy Code and Bankruptcy Rule 6006.

O. Potential Assumption and Assignment Notice. The Potential Assumption and Assignment Notice, the form of which is attached hereto as Exhibit 6, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures, as well as any and all objection deadlines related thereto, and no other or further notice shall be required for the Motion and the procedures described therein, except as expressly required herein.

P. Notice. Notice of the Motion, the proposed Bidding Procedures, the proposed designation of the Stalking Horse Bidders, and the Bidding Procedures Hearing was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of the Debtors' Chapter 11 Cases, such that no other or further notice need be provided except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. All objections to the relief granted in this Bidding Procedures Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

The Bidding Procedures

3. The Bidding Procedures attached hereto as Exhibit 1 are hereby approved, are incorporated herein by reference, and shall govern the bids and proceedings related to the Sale of the Assets and the Auction. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a “Qualified Bid,” are fair, reasonable and appropriate, and are designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interests. The Debtors are authorized to take all actions reasonable and necessary or appropriate to implement the Bidding Procedures.

4. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Bidding Procedures Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court’s intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Bidding Procedures Order.

5. Subject to this Bidding Procedures Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right to (a) determine, in consultation with the Consultation Parties, which bidders qualify as Qualified Bidders and which bids qualify as Qualified Bids, (b) select the Starting Bid; (c) determine the amount of each Incremental Overbid; (d) determine the Leading Bid; (e) determine, in consultation with the Consultation

Parties, which Qualified Bid is the highest and otherwise best bid (each such Bid, a “Successful Bid”) and which Qualified Bid is the Next-Highest Bid after the Successful Bid; (f) reject any bid, in consultation with the Consultation Parties, that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of this Bidding Procedures Order or any other applicable order of the Court, the Bidding Procedures, the Bankruptcy Code or other applicable law, and/or (iii) contrary to the best interests of the Debtors and their estates; (g) adjourn, postpone, close, re-open following closure, or cancel the Auction at or prior to the Auction in accordance with the Bidding Procedures; and (h) adjourn or reschedule the Sale Hearing in accordance with the Bidding Procedures.

6. The Debtors are authorized to conduct the Bidding Process (as defined in the Bidding Procedures) in accordance with the Bidding Procedures and the terms hereof, and without the necessity of complying with any state or local bulk transfer laws or requirements applicable to the Debtors.

7. The Stalking Horse Bidders are Qualified Bidders and the bids reflected in the Stalking Horse Bids (including as they may be increased at the Auction (if any)) are Qualified Bids, as set forth in the Bidding Procedures. The Prepetition ABL Administrative Agent, Prepetition ABL Lenders, DIP Agent and DIP Lenders are also Qualified Bidders.

8. Without prejudice to the rights of the Stalking Horse Bidders under the applicable Stalking Horse APA, and subject to this Bidding Procedures Order and the Bidding Procedures, the Debtors shall have the right to, in their reasonable business judgment, and in a manner consistent with their fiduciary duties and applicable law, subject to the consent of the Prepetition ABL Administrative Agent and DIP Agent, modify the Bidding Procedures, including to, among other things, (a) extend or waive deadlines or other terms and conditions set forth therein, (b)

adopt new rules and procedures for conducting the bidding and Auction process, (c) if applicable, provide reasonable accommodations to a Stalking Horse Bidder, or (d) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets. Notwithstanding the foregoing, the Debtors may not modify the Break-Up Fees or Purchaser Reimbursement Amounts of the Stalking Horse Bidders, and may not modify any rules, procedures, or deadlines (or adopt any new rules, procedures, or deadlines) that would impair in any material respect each of the Stalking Horse Bidders' right to payment of its respective Break-Up Fee or the Purchaser Reimbursement Amount or its right to receive a credit for the aggregate amount of its respective Break-Up Fee and/or Purchaser Reimbursement Amount, in the event any Stalking Horse Bidder submits an Overbid at any Auction, when bidding during such Auction.

9. All Potential Bidders, Qualified Bidders, and Stalking Horse Bidders are deemed to waive any right to seek a claim for substantial contribution pursuant to section 503 of the Bankruptcy Code based on such bidder's submission of a bid in accordance with the Bidding Procedures or the payment of any broker fees or costs.

Avalon Stalking Horse Bid and Avalon Bid Protections

10. The Avalon Stalking Horse Bidder is approved as the Stalking Horse Bidder for the Avalon Assets pursuant to the terms of the Avalon Stalking Horse APA.

11. The Debtors entry into the Avalon Stalking Horse APA is authorized and approved, and the Avalon Stalking Horse Bid shall be subject to higher and better Qualified Bids, in accordance with the terms and procedures of the Avalon Stalking Horse APA and the Bidding Procedures.

12. The Debtors are authorized to perform any obligations under the Avalon Stalking Horse APA that are intended to be performed prior to the entry of the order approving the Sale of the Avalon Assets.

13. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee are approved in their entirety. The Avalon Bid Protections shall be payable in accordance with, and subject to the terms of, the Avalon Stalking Horse APA. The automatic stay provided by section 362 of the Bankruptcy Code shall be automatically lifted and/or vacated to permit any Avalon Stalking Horse Bidder action expressly permitted or provided in the Avalon Stalking Horse APA, without further action or order of the Court.

14. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee (each to the extent payable under the Avalon Stalking Horse APA) shall constitute an allowed superpriority administrative expense claim pursuant to sections 105(a), 503(b)(1)(A), and 507(a)(2) of the Bankruptcy Code in the Debtors' cases, which in each case, shall be senior to and have priority over all other administrative expense claims of the kind specified in section 503(b) of the Bankruptcy Code. Debtors are hereby authorized and directed to pay the Avalon Bid Protections, if and when due, in accordance with the terms of the Avalon Stalking Horse APA and this Bidding Procedures Order without further order of the Court. The Debtors' obligation to pay the Avalon Bid Protections, if applicable, shall survive termination of the Avalon Stalking Horse APA, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation. For the avoidance of doubt, in the event an Alternative Transaction (as defined in the Avalon Stalking Horse APA) is consummated with respect to all or any portion of the Avalon Assets, then the Avalon Bid Protections will be payable to the Avalon Stalking Horse Bidder.

ABC Stalking Horse Bid and ABC Bid Protections

15. The ABC Stalking Horse Bidder is approved as the Stalking Horse Bidder for the ABC Assets pursuant to the terms of the ABC Stalking Horse APA.

16. The Debtors entry into the ABC Stalking Horse APA is authorized and approved, and the ABC Stalking Horse Bid shall be subject to higher and better Qualified Bids, in accordance with the terms and procedures of the ABC Stalking Horse APA and the Bidding Procedures.

17. The Debtors are authorized to perform any obligations under the ABC Stalking Horse APA that are intended to be performed prior to the entry of the order approving the Sale of the ABC Assets.

18. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee are approved in their entirety. The ABC Bid Protections shall be payable in accordance with, and subject to the terms of, the ABC Stalking Horse APA. The automatic stay provided by section 362 of the Bankruptcy Code shall be automatically lifted and/or vacated to permit any ABC Stalking Horse Bidder action expressly permitted or provided in the ABC Stalking Horse APA, without further action or order of the Court.

19. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee (each to the extent payable under the ABC Stalking Horse APA) shall constitute an allowed superpriority administrative expense claim pursuant to sections 105(a), 503(b)(1)(A), and 507(a)(2) of the Bankruptcy Code in the Debtors' cases, which in each case, shall be senior to and have priority over all other administrative expense claims of the kind specified in section 503(b) of the Bankruptcy Code. Debtors are hereby authorized and directed to pay the ABC Bid Protections, if and when due, in accordance with the terms of the ABC Stalking Horse APA and this Bidding Procedures Order without further order of the Court. The Debtors' obligation to pay

the ABC Bid Protections, if applicable, shall survive termination of the ABC Stalking Horse APA, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation. For the avoidance of doubt, in the event an Alternative Transaction (as defined in the ABC Stalking Horse APA) is consummated with respect to all or any portion of the ABC Assets, then the ABC Bid Protections will be payable to the ABC Stalking Horse Bidder.

Auction, Sale Hearing, and Objection Procedures

20. **Bid Deadline.** As further described in the Bidding Procedures, (i) the deadline for submitting bids for the Assets (the “Bid Deadline”) is **August 1, 2024 at 5:00 p.m. prevailing Eastern Time**. Except as otherwise set forth in the Bidding Procedures or this Bidding Procedures Order, no bid shall be deemed to be a Qualified Bid unless such bid meets the requirements set forth in the Bidding Procedures.

21. **Auction.** The Debtors may sell the Assets by conducting an Auction in accordance with the Bidding Procedures. If the Debtors receive more than one Qualified Bid (other than any Stalking Horse Bid) for certain of the Assets, the Debtors will conduct an auction for the relevant Assets in accordance with the Bidding Procedures, which shall take place on **August 6, 2024 at 10:00 a.m. (prevailing Eastern Time)**, at the offices of proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, or such later time or such other place as the Debtors shall designate and notify to all Qualified Bidders who have submitted Qualified Bids.

22. If the Debtors only receive one Qualified Bid, including any Stalking Horse Bid, for the Assets that are the subject of the Auction, then (a) the Debtors shall not hold an Auction with respect to the relevant Assets; (b) the sole Qualified Bid will be deemed the Successful Bid

(as defined below) with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder (as defined below) with respect to the relevant Assets.

23. Each Qualified Bidder participating in the Auction will be required to confirm, in writing and on the record at the Auction, that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets; (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith and *bona fide* offer to purchase the Assets identified in such bids; and (iii) it agrees to serve as a backup bidder if the potential Bidder's Qualified Bid is the next highest and best bid after the Successful Bid with respect to the relevant Assets.

24. Sale Hearing. The Sale Hearing shall be held before the Court on **August 13, 2024 at 10:30 a.m. (prevailing Eastern Time)** before the Honorable Judge Walrath, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at 824 North Market Street, 5th Floor, Courtroom No. 4, Wilmington, Delaware 19801. At the Sale Hearing, the Debtors will seek the entry of the Sale Order(s) approving and authorizing the Sale(s) to the Successful Bidder(s). The Sale Hearing (or any portion thereof) may be adjourned by the Court or the Debtors from time to time without further notice other than by announcement in open court, on the Court's calendar or through the filing of a notice or other document on the Court's docket.

25. Sale Objection Deadline. The deadline to object to the relief requested in the Motion, including entry of any proposed Sale Order (a "Sale Objection") is **August 1, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"). A Sale Objection must

be filed with the Court and served in the manner set forth below so *actually received* no later than the Sale Objection Deadline.

26. Post-Auction Objection Deadline. The deadline to object only (i) the conduct at an Auction (if held) or (ii) solely with respect to the Non-Debtor Counterparties to the Contracts, to the specific identity of and adequate assurance of future performance provided by the Successful Bidder(s) in the event a Stalking Horse Bidder is not the Successful Bidder with respect to the applicable Assumed Contract or Assumed Lease (a “Post-Auction Objection”) is **August 7, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Post-Auction Objection Deadline”). A Post-Auction Objection must be filed with the Court and served in the manner set forth below *so actually received* no later than the Post-Auction Objection Deadline.

27. Any party that seeks to object to the relief requested in the Motion pertaining to approval of the Sale shall file a formal written objection that complies with the objection procedures as set forth herein and in the Motion, as applicable.

28. Objections, if any, must be: (i) in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; (v) be filed with the Court and (vi) served on the following parties (the “Notice Parties”): (a) proposed counsel to the Debtors, (i) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Sean M. Beach, Esq. (sbeach@ycst.com), Joseph M. Mulvihill, Esq. (jmulvihill@ycst.com), Rebecca L. Lamb (rlamb@ycst.com), and Benjamin C. Carver, Esq. (bcarver@ycst.com)), and (ii) Alston & Bird LLP, 90 Park Avenue, New York, New York 10066 (Attn: J. Eric Wise, Esq. (eric.wise@alston.com), Matthew K. Kelsey, Esq. (matthew.kelsey@alston.com), and William

Hao, Esq. (william.hao@alston.com)); (b) counsel to the Official Committee of Unsecured Creditors, (i) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), and Sharon I. Dvoskin (sdvoskin@brownrudnick.com)), and (ii) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com));; (c) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak, Esq. (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes, Esq. (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim, Esq. (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware, (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)); (d) counsel to the NewCo Stalking Horse Bidder, McGuireWoods LLP, Tower Two-Sixty, 260 Forbes Avenue, Suite 1800, Pittsburgh, PA 15222 (Attn: Mark Freedlander, Esq. (mfreedlander@mcguirewoods.com) and Frank Guadagnino, Esq. (fguadagnino@mcguirewoods.com)); (e) counsel to the Avalon Stalking Horse Bidder, Thompson Coburn LLP, 10100 Santa Monica Boulevard, Suite 500 (Attn: Barry Weisz (bweisz@thompsoncoburn.com), and Mark T. Power (mpower@thompsoncoburn.com)); (f) counsel to the ABC Stalking Horse Bidder, JD Thompson Law, Post Office Box 33127, Charlotte, NC 28233 (Attn: Judy Thompson (jdt@jdthompsonlaw.com)); and (g) Richard Schepacarter, Esq., Office of the United States Trustee, 844 N. King Street, Suite 2207, Lockbox 35, Wilmington DE, 19801 (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)).

29. Any party who fails to file and serve a timely Sale Objection or Post-Auction Objection in accordance with the terms of this Bidding Procedures Order shall be forever barred from asserting, at the Sale Hearing or thereafter, any Sale Objection or Post-Auction Objection to the relief requested in the Motion, or to the consummation or performance of any Sale, including the transfer of assets to the applicable Successful Bidder free and clear of liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to “consent” to such sale for purposes of section 363(f) of the Bankruptcy Code.

Notice Procedures

30. Service of the Notice of Auction and Sale Hearing are sufficient to provide effective notice to all interested parties of, *inter alia*, the Bidding Procedures, the Auction, the Sale Hearing, the Sales, and the Assignment Procedures in accordance with Bankruptcy Rules 2002 and 6004, as applicable, and are approved.

31. On or before eight (8) business days after entry of this Bidding Procedures Order, the Debtors will cause the Notice of Auction and Sale Hearing to be sent by first-class mail postage prepaid, to the following: (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) proposed counsel for the Official Committee of Unsecured Creditors and any other official committee appointed in the chapter 11 cases; (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the jurisdictions to which the Debtors are subject; (k) all environmental authorities

having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors' business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors' executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the NewCo Stalking Horse APA) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; (x) all of the Debtors' other known creditors and equity security holders; and (y) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service.

32. In addition to the foregoing, on or before five (5) business days after entry of this Bidding Procedures Order, the Debtors shall post the Notice of Auction and Sale Hearing and this Bidding Procedures Order on the website of the Debtors' claims and noticing agent, Kroll Restructuring Administration LLC (<https://cases.ra.kroll.com/CoachUSA>).

33. As soon as reasonably practicable following conclusion of the Auction (or for the Bid Deadline, if only one Qualified Bid for the relevant Assets, including any Stalking Horse Bid, is received), the Debtors shall file a notice on the Court's docket identifying the Successful Bidder(s) for such Assets and any applicable Next-Highest Bidder(s).

34. The Potential Assumption and Assignment Notice, and the other Assignment Procedures set forth herein, are sufficient to provide effective notice pursuant to Bankruptcy Rules 2002(a)(2), 6004(a) and 6006(c) to the Non-Debtor Counterparties to the Contracts of the Debtors' intent to potentially assume and assign some or all of the Contracts and are approved.

Assignment Procedures

35. The following Assignment Procedures shall govern the assumption and assignment of the Contracts in connection with the Sale, and any objections related thereto:

- a. On July 18, 2024, the Debtors shall file with the Court and serve on each non-debtor counterparty (each a "Non-Debtor Counterparty") to each of the Debtors' executory contracts and unexpired leases (each a "Contract") the Potential Assumption and Assignment Notice. In the event that the Debtors identify any Non-Debtor Counterparties which were not served with the Potential Assumption and Assignment Notice, the Debtors may subsequently serve such Non-Debtor Counterparty with a Potential Assumption and Assignment Notice, and the following procedures will nevertheless apply to such Non-Debtor Counterparty; provided, however, that the Cure Cost/Assignment Objection Deadline (defined below) with respect to such Non-Debtor Counterparty shall be 4:00 p.m. (prevailing Eastern Time) on the date that is the later of August 1, 2024 or fourteen (14) days following service of the Potential Assumption and Assignment Notice.
- b. The Potential Assumption and Assignment Notice served on each Non-Debtor Counterparty shall (i) identify each Contract; (ii) list the proposed calculation of the cure amounts that the Debtors believe must be paid under section 365(b)(1) of the Bankruptcy Code to cure all defaults outstanding under the Contract as of such date (the "Cure Costs"); (iii) include a statement that assumption and assignment of such Contract is not required or guaranteed; and (iv) inform such Non-Debtor Counterparty of the requirement to file any Cure Cost/Assignment Objections (defined below) by the Cure Cost/Assignment Objection Deadline (defined below). Service of a Potential Assumption and Assignment Notice does not constitute an admission that a particular Contract is an executory contract or unexpired lease of property, or confirm that the Debtors are required to assume and/or assign such Contract.
- c. Objections (a "Cure Cost/Assignment Objection"), if any, to (i) the scheduled Cure Costs, and/or (ii) the potential assumption, assignment and/or transfer of such Contract (including the transfer of any related rights or benefits thereunder and to the identity and adequate assurance of

future performance provided by the Stalking Horse Bidder), must (x) be in writing; (y) state with specificity the nature of such objection, including the amount of Cure Costs in dispute and (z) be filed with the Court and properly served on the Notice Parties (as defined in this Bidding Procedures Order) so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on August 1, 2024 (the “Cure Cost/Assignment Objection Deadline”), subject to the proviso in subparagraph (a) above.

- d. A Post-Auction Objection of any Non-Debtor Counterparty related solely to the specific identity of and adequate assurance of future performance provided by the Successful Bidder(s) in the event the Stalking Horse Bidder is not the Successful Bidder with respect to the applicable Assumed Contract or Assumed Lease must (x) be in writing; (y) state with specificity the nature of such objection, and (z) be filed with the Court and properly served on the Notice Parties so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on August 7, 2024 (the “Post-Auction Objection Deadline”), subject to the proviso in subparagraph (a) above.
- e. Any Non-Debtor Counterparty to a Contract who fails to timely file and properly serve a Cure Cost/Assignment Objection or Post-Auction Objection as provided herein will (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Contract in the event it is assumed and/or assigned by the Debtors and the Debtors shall be entitled to rely solely upon the Cure Costs, and (ii) be deemed to have consented to the assumption, assignment and/or transfer of such Contract (including the transfer of any related rights and benefits thereunder) to the relevant Successful Bidder(s) and shall be forever barred and estopped from asserting or claiming against the Debtors or such Successful Bidder that any additional amounts are due or defaults exist, or conditions to assumption, assignment, and/or transfer must be satisfied under such Contract, or that any related right or benefit under such Contract cannot or will not be available to the relevant Successful Bidder. If a Cure Cost/Assignment Objection is timely filed and properly served, the Resolution Procedures (as defined below) will apply.
- f. If a Non-Debtor Counterparty files a Cure Cost/Assignment Objection satisfying the requirements of these Assignment Procedures, the Debtors and the Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Court intervention (the “Resolution Procedures”). If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, the Court shall make all necessary determinations relating to such Cure Cost/Assignment Objection at a hearing scheduled pursuant to the following paragraph.
- g. Consideration of unresolved Cure Cost/Assignment Objections and Post-

Auction Objections relating to all Contracts, if any, will be held at the Sale Hearing, provided, however, that (i) any Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection and (ii) the Debtors, in consultation with the Consultation Parties, may adjourn a Cure Cost/Assignment Objection in their discretion, in consultation with the Consultation Parties.

- h. A timely filed and properly served Cure Cost/Assignment Objection or Post-Auction Objection will reserve the filing Non-Debtor Counterparty's rights relating to the Contract but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.
- i. The Debtors' assumption and/or assignment of a Contract is subject to approval by the Court and consummation of the Sale. Absent consummation of the applicable Sale and entry of a Sale Order approving the assumption and/or assignment of the Contracts, the Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors. Contracts may be designated or de-designated for assumption and assignment at any time prior to the consummation of the Sale.

Other Relief Granted

36. This Bidding Procedures Order shall be binding in all respects upon any trustees, examiners, "responsible persons" or other fiduciaries appointed in the Debtors' bankruptcy cases or upon a conversion to chapter 7 under the Bankruptcy Code.

37. Nothing herein shall be deemed to or constitute the assumption, assignment or rejection of any executory contract or unexpired lease.

38. Notwithstanding any provision in the Bankruptcy Rules to the contrary, the stays provided for in Bankruptcy Rules 6004(h) and 6006(d) are waived and this Bidding Procedures Order shall be effective immediately and enforceable upon its entry.

39. In the event of any conflict between this Bidding Procedures Order and the Bidding Procedures, this Bidding Procedures Order shall govern in all respects.

40. The requirements set forth in Local Rules 6004-1, 9006-1, and 9013-1 are hereby satisfied or waived.

41. This Court shall retain exclusive jurisdiction over any matters related to or arising from the implementation of this Bidding Procedures Order.

Dated: July 9th, 2024
Wilmington, Delaware

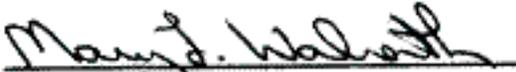

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Bidding Procedures

BIDDING PROCEDURES¹

Set forth below are the bidding procedures (the “Bidding Procedures”) to be used with respect to the sales or dispositions (the “Sale”, and each a “Sale”) of substantially all of the Debtors’ assets (the “Assets”).²

Additional information regarding the Assets can be obtained by contacting Debtors’ investment bankers:

Houlihan Lokey
Stephen Spencer
(612) 215-2252
sspencer@hl.com

Jack Sallstrom
(612) 2152265
jsallstrom@hl.com

I. Assets for Sale

The Sale of the Assets shall be subject to a competitive bidding process as set forth herein and approval by the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) pursuant to sections 105, 363, 365, and 1113 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

If the Debtors only receive one Qualified Bid (as defined below), including any Stalking Horse Bid, for the Assets that are the subject of an Auction, then (a) the Debtors shall not hold such Auction; (b) the sole Qualified Bid will be deemed the Successful Bid (as defined below) with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder (as defined below) with respect to the relevant Assets.

¹ Capitalized terms used but not defined herein shall have the meanings set forth in the Debtors’ Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors’ Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief (the “Motion”), or if not defined in the Motion, in the First Day Declaration (as defined in the Motion).

² A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>.

A. Description of the Avalon Assets to be Sold

The Debtors are seeking to sell the Avalon Assets (as defined below) on a going concern basis, which are more fully described in the Motion, First Day Declaration, and Sale Declaration. The Avalon Assets include substantially all of the assets utilized by the Avalon Business Segments, which include real property, vehicles, inventory, equipment, intellectual property, unexpired leases, contract rights, customer deposits and contracts, books and records, and other assets related to the Avalon Business Segments, all as more particularly set forth in, and pursuant to, the Avalon Stalking Horse APA (as defined below) (the “Avalon Assets”). The aggregate consideration offered for the Avalon Assets must satisfy the minimum requirements set forth in these Bid Procedures, including without limitation, offering to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the Avalon Stalking Horse APA, (y) the Avalon Bid Protections of \$593,440, and (z) an overbid amount of \$300,000.

B. Description of the ABC Assets to be Sold

The Debtors are seeking to sell the ABC Assets (as defined below), which are more fully described in the Motion, First Day Declaration, and Sale Declaration. The ABC Assets include 143 of the Debtors’ double deck buses, all books and records related thereto, warranties relating to the purchased vehicles, and any parts, equipment, or component thereof, all as more particularly set forth in, and pursuant to, the ABC Stalking Horse APA (as defined below) (the “ABC Assets”, together with the Avalon Assets, the “Stalking Horse Assets”). The aggregate consideration offered for the ABC Assets must satisfy the minimum requirements set forth in these Bidding Procedures, including without limitation, offering to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the ABC Stalking Horse APA, (y) the Bid Protections of \$118,000, and (z) an overbid amount of \$50,000.

C. Description of the Remaining Assets to be Sold

The Debtors are seeking to sell the Remaining Assets (as defined below), which are more fully described in the Motion, First Day Declaration, and Sale Declaration. The Remaining Assets include certain assets of the Remaining Business Segments that are not being acquiring through Stalking Horse APAs, including over 200 single deck buses, intellectual property, equipment, unexpired leases, contract rights, other vehicles, and other assets related to the Remaining Business Segments. The Remaining Assets are not currently being sold pursuant to any stalking horse agreement.

II. Stalking Horse Bidders

The Bidding Procedures Order authorized, among other things, the Debtors’ entry into:

(a) that certain asset purchase agreement, dated as of June 11, 2024 between the Debtors and AVALON Transportation, LLC or its designee (the “Avalon Stalking Horse Bidder”) (as amended, supplemented, or otherwise modified by the parties thereto, the “Avalon Stalking Horse APA”); and

(b) that certain asset purchase agreement, dated as of May 7, 2024 between the Debtors and ABC Bus, Inc. (the “ABC Stalking Horse Bidder”, together with the New Co Stalking Horse Bidder and Avalon Stalking Horse Bidder, the “Stalking Horse Bidders”) (as amended, supplemented, or otherwise modified by the parties thereto, the “ABC Stalking Horse APA”, together with the Avalon Stalking Horse APA, the “Stalking Horse APAs”).

Pursuant to the Stalking Horse APAs, after a robust marketing and sale process initiated before the commencement of these Chapter 11 Cases, the Stalking Horse Bidders have agreed to purchase the Stalking Horse Assets, as specifically enumerated in the respective Stalking Horse APAs and subject to the terms and conditions set forth therein. The Stalking Horse APAs shall serve as the Stalking Horse Bids for the respective Stalking Horse Assets, subject to higher and better bids in accordance with the terms and conditions of these Bidding Procedures. For all purposes under these Bidding Procedures, the Stalking Horse Bidders, approved as such pursuant to the Bidding Procedures Order, shall be considered Qualified Bidders, and the Stalking Horse Bids shall be considered Qualified Bids. Subject to the other provisions of these Bidding Procedures, in the event that the Debtors do not receive any additional Qualified Bids other than the Stalking Horse Bids by the Bid Deadline for any of the Stalking Horse Assets, the relevant Stalking Horse Bidder shall be deemed the Successful Bidder, and the Debtors shall not hold the Auction with respect to those Assets.

III. Key Dates and Deadlines

<u>Sale Process Key Dates and Deadlines</u>	
July 9, 2024 at 4:00 p.m. (ET)	Hearing on Approval of the Bidding Procedures
July 18, 2024	Deadline for Debtors to Provide Notice of Potential Assumption and Assignment
August 1, 2024 at 4:00 p.m. (ET)	Deadline to File Cure Costs/Assignment and Sale Objections
August 1, 2024 at 5:00 p.m. (ET)	Bid Deadline
August 2, 2024	Determination of Qualified Bids
August 6, 2024 at 10:00 a.m. (ET)	Auction
August 7, 2024 at 4:00 p.m. (ET)	Deadline to File Post-Auction Objections
August 9, 2024 at 4:00 p.m. (ET)	Deadline for Debtors to File Reply to Sale Objections and Post-Auction Objections
August 13, 2024 at 10:30 a.m. (ET)	Sale Hearing

IV. Confidentiality Agreement

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process (as defined below), each person or entity must enter into (unless previously entered into) with the Debtors, on or before the Bid Deadline (as defined below), an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtors, the DIP Agent and Prepetition ABL Administrative Agent (the “Confidentiality Agreement”). Each person or entity that enters into the Confidentiality Agreement with the Debtors on or before the Bid Deadline is hereinafter referred to as a “Potential Bidder.” The Debtors, in consultation with the Consultation Parties (as defined below), expressly reserve the right to reject any “joint bids” by multiple Potential Bidders or bids submitted by joint ventures formed by more than one Potential Bidder.

After a Potential Bidder enters into the Confidentiality Agreement with the Debtors, the Debtors shall deliver or make available (unless previously delivered or made available) to each Potential Bidder certain designated information (including, if applicable, financial data) with respect to the Assets.

V. Determination by the Debtors

As appropriate throughout the Bidding Process, the Debtors will consult with Wells Fargo Bank, National Association, in its capacity as DIP Agent and Prepetition ABL Administrative Agent (together with the DIP Agent, “Agents” and each an “Agent”), for the DIP Lenders and Prepetition ABL Lenders, respectively (collectively, the “Lenders”), and counsel to the official committee of unsecured creditors appointed in the Debtors’ chapter 11 cases, if any (the “Creditors’ Committee” and, collectively with the DIP Agent and Prepetition ABL Administrative Agent, each in their respective capacity as a consultation party, the “Consultation Parties” and each, a “Consultation Party”) and shall (a) coordinate the efforts of Potential Bidders in conducting their respective due diligence, (b) evaluate bids from Potential Bidders on the Assets, (c) negotiate any bid made to acquire the Assets or any portion thereof, and (d) make such other determinations as are provided in these Bidding Procedures (collectively, the “Bidding Process”). Notwithstanding the foregoing, if any of the Creditors’ Committee, the DIP Agent, or Prepetition ABL Agent, submits a bid with respect to any particular Assets, it will no longer be, or receive information as, a Consultation Party and shall only receive the same diligence, information, and notice as all other Qualified Bidders, unless and until such party unequivocally revokes its bid and waives its right to continue in the Auction process.

To the extent the Bidding Procedures requires the Debtors to consult with any Consultation Party in connection with making a determination or taking an action, or in connection with any other matter related to the Bidding Procedures or the Auction, the Debtors will do so in a regular and timely manner prior to making such determination or taking such action.

VI. Due Diligence

Up to and including to the Bid Deadline (such period, the “Diligence Period”), the Debtors shall afford any Potential Bidder, and any Consultation Party, such available due

diligence access or additional information as may be reasonably requested by the Potential Bidder or Consultation Party, as applicable, that the Debtors, in their business judgment, determine to be reasonable and appropriate under the circumstances. The Debtors will provide an electronic data room to be established for these purposes and will grant each Potential Bidder or Consultation Party, as applicable, access to such data room. All reasonable requests for additional information and due diligence access from such Potential Bidders and/or Consultation Parties, as applicable, shall be directed to Houlihan Lokey, proposed investment bankers to the Debtors. Each Potential Bidder shall be required to acknowledge that it has had an opportunity to conduct all of its due diligence regarding the Assets in conjunction with submitting its Bid (as defined below). Notwithstanding anything in the foregoing to the contrary, the Debtors reserve the right, in their reasonable discretion and following consultation with the Consultation Parties, to withhold or limit access to any information that the Debtors determine to be commercially sensitive or otherwise not appropriate to disclose to any Potential Bidder or to terminate access by any Potential Bidder to the electronic data room.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of each Potential Bidder to consummate a sale transaction. Failure by a Potential Bidder to comply with reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine, after consultation with the Consultation Parties, that a bid made by such Potential Bidder is not a Qualified Bid.

VII. Bid Deadline

A Potential Bidder that desires to make a Bid on any of the Assets shall deliver copies of its Bid, in Microsoft Word format, by email to proposed counsel to the Debtors by no later than **August 1, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the "**Bid Deadline**"). The Debtors, in turn, shall provide copies of all Bid materials to each Consultation Party (other than with respect to materials covering the sale of the applicable Assets for which any Consultation Party has submitted a Bid or has a Bid submitted on its behalf, for so long as such Bid remains unrevoked), as set forth below.

VIII. Bid Requirements

Except with regard to the Stalking Horse Bidders who are each approved as a Qualified Bidder, all bids (each hereinafter, a "**Bid**") with respect to the Sale of the Assets, must (collectively, the "**Bid Requirements**") be accompanied by a letter or email:

- (a) disclosing the identity of the person or entity submitting the Bid, as well as any party participating in or otherwise supporting the Bid, and the terms of any such participation or support (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed transaction contemplated by the Bid);
- (b) stating with specificity the Assets such Potential Bidder wishes to bid on and the liabilities and obligations to be assumed by the Potential Bidder, including but not limited to any liabilities and obligations arising from or relating to executory

contracts, unexpired leases, taxes, or any single employer plan as defined in Section 4001(a)(15) of ERISA;

- (c) accompanied by a duly executed purchase agreement (the “Purchase Agreement”);
- (d) agreeing that the Potential Bidder’s offer is binding and irrevocable until the later of (x) the Closing Date, or (y) twenty (20) days after the Sale Hearing (unless selected as the Next-Highest Bidder (as defined below) in which case such offer will remain open and binding on the Next-Highest Bidder until the Closing Date);
- (e) providing for a Closing Date that is consistent with the schedule contemplated herein;
- (f) providing that such Bid is not subject to any due diligence or financing contingency;
- (g) including evidence, in form and substance reasonably satisfactory to the Debtors, of authorization and approval from the Qualified Bidder’s board of directors (or comparable governing body) with respect to the submission, execution, delivery, and closing of the transactions contemplated by the Purchase Agreement;
- (h) including an acknowledgement and representation that the Qualified Bidder: (a) has had an opportunity to conduct any and all required due diligence regarding the Assets prior to making its offer; (b) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; (c) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Purchase Agreement; and (d) is not entitled to any expense reimbursement or break-up fee in connection with its bid unless expressly agreed to the contrary by Debtors (after consultation with the Consultation Parties) prior to the Bid Deadline;
- (i) providing an affirmative statement that: (i) the Qualified Bidder submitting such Bid has acted in good faith consistent with section 363(m) Bankruptcy Code and not in any manner prohibited by section 363(n) of the Bankruptcy Code; (ii) the Qualified Bidder submitting such Bid has and will continue to comply with the Bidding Procedures; and (iii) the Qualified Bidder submitting such Bid waives any substantial contribution (administrative expense) claims under section 503(b) of the Bankruptcy Code related to the bidding for the Debtors’ assets or otherwise participating in the Auction;
- (j) providing that the Potential Bidder agrees to serve as a backup bidder (the “Next-Highest Bidder”) if the Potential Bidder’s Qualified Bid is the next highest and otherwise best bid after the Successful Bid (the “Next-Highest Bid”) with respect to the relevant Assets that are the subject of such Bid and further on the condition

that any such Successful Bid is for all of the same assets as the Next Highest Bid;

- (k) offering to pay an amount that the Debtors determine, after consultation with the Consultation Parties, constitutes a fair and adequate price, the acceptance of which would be in the best interests of the estates (provided, that no portion of the purchase price shall include non-cash consideration without the prior written consent of Agents);
- (l) providing adequate assurance of future performance information (the “Adequate Assurance Information”), and all such information subject to appropriate confidentiality, including (i) information about the Potential Bidder’s financial condition, such as federal tax returns for two years, a current financial statement, or bank account statements, (ii) information demonstrating (in the Debtors’ reasonable business judgment) that the Potential Bidder has the financial capacity to consummate the proposed Sale, (iii) evidence that the Potential Bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to the submission of its Bid, (iv) the identity and exact name of the Potential Bidder (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed Sale), and (v) such additional information regarding the Potential Bidder as the Potential Bidder may elect to include. By submitting a Bid, Potential Bidders agree that the Debtors may disseminate their Adequate Assurance Information to affected counterparties and the Consultation Parties in the event that the Debtors determine such bid to be a Qualified Bid; and
- (m) be accompanied by a proposed Letter of Intent sufficient for purposes of any required filing with any applicable regulatory authority and a statement indicating that the Potential Bidder would cover any filing fees and costs associated therewith;
- (n) be accompanied by (a) a deposit in cash in the form of a certified check or wire transfer, payable to the order of the Debtors, in the amount of ten percent (10%) of the Bid, which funds will be deposited into an interest bearing escrow account to be identified and established by the Debtors (a “Good Faith Deposit”) and (b) written evidence, documented to the Debtors’ satisfaction, that demonstrates the Potential Bidder has available cash, a commitment for financing if selected as the Successful Bidder with respect to the relevant Assets and such other evidence of ability to consummate the transaction(s) as the Debtors may request, including proof that such funding commitments or other financing are not subject to any internal approvals, syndication requirements, diligence or credit committee approvals (provided that such commitments may have covenants and conditions acceptable to the Debtors). The Debtors reserve the right to increase or decrease the Good Faith Deposit for one or more Qualified Bidders in their sole discretion after consulting with the Consultation Parties; and
- (o) In the event a Potential Bidder seeks to bid on Assets that are the subject of a Stalking Horse APA, such bid must also:

- (i) be accompanied by a redline of the Purchase Agreement marked to reflect any proposed amendments and modifications to the applicable Stalking Horse APA and the applicable schedules and exhibits; and
- (ii) offer to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the relevant Stalking Horse APA, (y) to the extent approved by the Bankruptcy Court, any applicable Bid Protections, and (z) the applicable overbid amount; provided, however, that no portion of the purchase price shall include non-cash consideration without the prior written consent of Agents and, if Agents so agree and if the value of a Bid relative to a Stalking Horse Bid includes additional non-cash components (such as fewer contingencies than are in the relevant Stalking Horse APA or accepting title to the Assets faster than contemplated by the relevant Stalking Horse APA), the bidder should include an analysis or description of the value of any such additional non-cash components, including any supporting documentation, to assist the Debtors in better evaluating the competing Bid.

The Debtors, in consultation with the Consultation Parties, will review each Bid received from a Potential Bidder to determine whether it meets the requirements set forth above. A Bid received from a Potential Bidder that meets the above requirements, and is otherwise satisfactory to the Debtors, will be considered a “Qualified Bid” and each Potential Bidder that submits a Qualified Bid will be considered a “Qualified Bidder.” For the avoidance of doubt, the Stalking Horse APAs will each be deemed a Qualified Bid and the Stalking Horse Bidders will each be deemed a Qualified Bidder for all purposes and requirements pursuant to the Bidding Procedures.

A Qualified Bid will be valued by the Debtors based upon any and all factors that the Debtors, in consultation with the Consultation Parties, reasonably deem pertinent in the Debtors’ reasonable business judgment, including, among others, (a) the amount of the Qualified Bid, (b) the risks and timing associated with consummating the transaction(s) with the Qualified Bidder, (c) any excluded assets or executory contracts and leases, and (d) any other factors that the Debtors (in consultation with the Consultation Parties) may reasonably deem relevant.

The Debtors, in their business judgment, and in consultation with the Consultation Parties, reserve the right to reject any Bid (other than a Stalking Horse Bid) if such Bid, among other things:

- (a) is on terms that are more burdensome or conditional than the terms of the applicable Stalking Horse APA;
- (b) requires any indemnification of the Potential Bidder in its Purchase Agreement;
- (c) is not received by the Bid Deadline;
- (d) is subject to any contingencies (including representations, warranties, covenants and timing requirements) of any kind or any other conditions precedent to such party’s obligation to acquire the relevant Assets;

- (e) seeks any bid protections; or
- (f) does not, in the Debtors' determination (after consultation with the Consultation Parties), include a fair and adequate price or the acceptance of which would not be in the best interests of the Debtors' estates.

Any Bid rejected pursuant to this paragraph shall not be deemed to be a Qualified Bid. If any Bid is so rejected, the Debtors shall cause the Good Faith Deposit of such Potential Bidder to be refunded to it within five (5) business days after the Bid Deadline.

Notwithstanding anything herein to the contrary, without any further action of any kind: (a) each Agent (and any designee of any Agent, including, without limitation, any entity that may be formed by or on behalf of any of the Lenders) is, and will be deemed to be, a Qualified Bidder for all purposes under and in connection with these Bidding Procedures and may credit bid all or any portion of the Aggregate Debt (as defined in the DIP Financing Order) in accordance with 11 U.S.C. § 363(k), and with respect to the Prepetition Debt (as defined in the DIP Financing Order) subject to any potential Challenge Action (as defined in the DIP Financing Order) as provided in paragraph 9 of the DIP Financing Order, including, without limitation, at any Auction; (b) any credit bid made by any Agent (or such designee) is, and will be deemed to be, a Qualified Bid in each instance and for all purposes under and in connection with the Bidding Procedures and will be deemed to be, and will be evaluated by the Debtors, and the Consultation Parties as, a cash Qualified Bid (including, without limitation, Sections X and XI (Incremental Overbid)); and (c) subject to the proviso at the end of this sentence, none of the Agents (or any such designee) is or will be subject to the terms and conditions of Section IV, or the following clauses (f), (l), (m), (n) and (o) of the "Bid Requirements" set forth in this Section VIII; provided, however, that any Agent (or any designee thereof) submitting a credit bid (x) will provide a Good Faith Deposit, provided that such Good Faith Deposit shall consist of a reduction in the applicable secured claim of such Agent in the Chapter 11 Cases and will not be payable in cash notwithstanding the terms of subsection (n) of the Bid Requirements set forth Section VIII above and (y) must credit bid the amount of any Bid Protections in cash. These Bidding Procedures are subject to the terms and provisions of the DIP Financing Order.³

IX. Aggregate Bids

The Debtors may, in consultation with the Consultation Parties, aggregate separate bids from unaffiliated persons to create one "Qualified Bid," including at the Auction, with respect to bids for separate portions of the Assets, to determine the highest and otherwise best Qualified Bid(s); provided that all Qualified Bidders shall remain subject to the provisions of 11 U.S.C. § 363(n) regarding collusive bidding.

³ As used herein, "DIP Financing Order" means (a) until entry of the Final Order (as defined in the Interim Order (as defined below)), that certain *Interim Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (v) Granting Related Relief* (the "Interim Order"), and (b) from and after entry of the Final Order, the Final Order, together with all amendments, modifications and supplements to such Interim Order or Final Order, as applicable, which are acceptable to DIP Agent in its sole discretion.

X. Credit Bid

Any bidder (or any designee thereof) holding a perfected security interest in any of the Assets may seek to credit bid all, or a portion of, such bidder's claims for its respective collateral in accordance with section 363(k) of the Bankruptcy Code (each such bid, a "Credit Bid"); provided, that, except as otherwise providing in the Bidding Procedures or the Bidding Procedures Order, such Credit Bid complies with the terms of the Bidding Procedures, including providing for the payment of Bid Protections in cash.

XI. Auction Procedures

Auction Time and Location. If the Debtors receive more than one Qualified Bid (other than any Stalking Horse Bid) for certain of the Assets, the Debtors will conduct an auction for the relevant Assets (the "Auction") on **August 6, 2024 at 10:00 a.m. (prevailing Eastern Time)** at the offices of proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street (or such later time or such other place as the Debtors shall designate and notify to all Qualified Bidders who have submitted Qualified Bids) for consideration of the Qualified Bids, each as may be increased at the Auction.

If the Debtors only receive one Qualified Bid, including any Stalking Horse Bid, for the Assets that are the subject of the Auction, then (a) the Debtors shall not hold an Auction with respect to the relevant Assets; (b) the sole Qualified Bid will be deemed the Successful Bid with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder with respect to the relevant Assets.

Participants and Attendees. Unless otherwise ordered by the Bankruptcy Court for cause shown, only the Qualified Bidders (including the Stalking Horse Bidders) are eligible to participate at the Auction. At least one (1) day prior to the Auction, each Qualified Bidder, other than the Stalking Horse Bidders, must inform the Debtors in writing whether it intends to participate in the Auction. Professionals and principals for the Debtors, each Stalking Horse Bidder, each Qualified Bidder, and the Consultation Parties shall be able to attend and observe the Auction, along with any other party the Debtors deem appropriate (provided, however, that any party other than the Consultation Parties and each Consultation Parties' respective legal and financial advisors shall be required to provide notice to the Debtors at least one (1) day prior to the relevant Auction).

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith and *bona fide* offer to purchase the Assets identified in such bids.

Auction Packages. Prior to the commencement of the Auction, respectively, the Debtors will, in consultation with the Consultation Parties, make a determination regarding the Avalon Assets, ABC Assets, and Remaining Assets for which the Debtors will conduct an Auction (each such asset or group of assets, an "Auction Package").

Starting Bids. Prior to the commencement of the Auction, the Debtors will determine, in their business judgment and after consultation with the Consultation Parties, the highest and otherwise best Qualified Bid submitted for each Auction Package (each such Qualified Bid, a “Starting Bid”), which determination will be communicated to Qualified Bidders prior to the commencement of the Auction. Bidding for each Auction Package at the Auction shall commence at the amount of the applicable Starting Bid.

Incremental Overbids. Bidding at the Auction for an Auction Package will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid (a “Subsequent Bid”) is submitted by a Qualified Bidder that (i) improves on such Qualified Bidder’s immediately prior Qualified Bid and (ii) the Debtors determine that such Subsequent Bid is (A) for the first round, a higher and otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher and otherwise better offer than the immediately prior Leading Bid (as defined below). The Stalking Horse Bidders shall be permitted to credit bid the aggregate amount of their respective Bid Protections in connection with any Subsequent Bid they may submit at an Auction.

The Debtors will announce at the outset of the Auction the minimum required increments for Successive Bids (each, such bid, a “Incremental Overbid”). The Debtors may, in their discretion, announce increases or reductions to Incremental Overbids at any time during the Auction.

Upon a Qualified Bidder’s declaration of a Bid at the Auction, the Qualified Bidder must state on the record its commitment to pay within two (2) business days following the Auction, if such bid were to be selected as the Successful Bid or as the Backup Bid for the applicable Auction Package, the incremental amount of the Qualified Bidder’s Good Faith Deposit calculated based on the increased purchase price of such Bid (such Good Faith Deposit so increased, the “Incremental Deposit Amount”) if applicable.

Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by any Bid subsequent to a Starting Bid, the Debtors will, at each round of bidding, consider and/or give effect to (a) any additional liabilities to be assumed by a Qualified Bidder under the Bid, including whether such liabilities are secured, unsecured, or under any single employer plan as defined in Section 4001(a)(15) of ERISA, and (b) any additional costs that may be imposed on the Debtors; provided, that any consideration shall be in cash (except for, solely with respect to each Stalking Horse Bidder, the value of the Bid Protections afforded to such Stalking Horse Bidder) unless Agents consent otherwise in writing.

Leading Bid. After the first round of bidding and between each subsequent round of bidding, the Debtors will announce the Bid that they believe to be the highest and otherwise best offer for the applicable Auction Package (each such bid, a “Leading Bid”) and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the material terms of the Leading Bid, subject to the Debtors’ authority to revise the Auction procedures to the extent permitted by the Bidding Procedures.

Evaluation of Bids. The Debtors, in consultation with the Consultation Parties, shall have the right to determine, in their business judgment, which Bid is the highest and otherwise best Bid with respect to an applicable Auction Package and may consider any and all relevant factors including (a) the amount and nature of the total consideration, including, with respect to subsequent bids by Stalking Horse Bidders, the value of any Bid Protections afforded to such Stalking Horse Bidders, (b) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof, (c) the tax consequences of such Bid, (d) and any other considerations that may impact the Debtors' estates and their stakeholders. Further, in accordance with the terms of these Bidding Procedures, the Debtors may reject, at any time, without liability, any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Bidding Procedures, any order of the Court, or the best interests of the Debtors and their estates.

Successful Bids and Next-Highest Bids. Immediately prior to the conclusion of each Auction, the Debtors will (a) determine, consistent with these Bidding Procedures, which Qualified Bid constitutes the highest and otherwise best Bid(s) for each Auction Package (each such Bid, a "Successful Bid") and Next-Highest Bid for each Auction Package and (b) notify all Qualified Bidders at the Auction of the identity of the bidder that submitted the Successful Bid for such Auction Package (each such bidder, a "Successful Bidder") and the amount of the purchase price and other material terms of the Successful Bid. As a condition to remaining the Successful Bidder, the Successful Bidder shall, within two (2) business days after the conclusion of the Auction, (i) if applicable, wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the purchase price in the Successful Bid(s) and (ii) submit to the Debtors fully executed documentation memorializing the terms of the Successful Bid(s). Any Next-Highest Bidders shall also, within two (2) business days after the conclusion of the Auction, if applicable, wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the purchase price in the Next-Highest Bid(s).

As soon as practicable following conclusion of each Auction, the Debtors shall file a notice on the Bankruptcy Court's docket identifying the Successful Bidder(s) for the applicable Assets and any applicable Next-Highest Bidder(s) with respect to such Auction. Notwithstanding the selections of the Successful Bidder(s) and the Next-Highest Bidder(s), all bids are **binding and irrevocable** until the later of (i) the Closing Date, or (ii) thirty (30) days after the Sale Hearing (unless selected as the Next-Highest Bidder, in which case such offer will remain open until the relevant Closing Date).

XII. Jurisdictional Content

All bidders at the Auction will be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to jury trial in connection with any disputes relating to the Auction, the Sales and the construction and enforcement of the Stalking Horse APAs and all other agreements entered into in connection with any proposed Sale. Such consent and waiver shall apply to the extent that it is later determined that the Bankruptcy Court, absent consent, cannot enter final orders or judgments with regard to the foregoing matters consistent with Article III of the United States Constitution.

XIII. Acceptances of Qualified Bids

The Debtors' presentation to the Bankruptcy Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtors' acceptance of such Bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Bankruptcy Court at the Sale Hearing. The Debtors intend to close the Sales on or before **August 19, 2024** unless another time or date, or both, are agreed to in writing by the Debtors and the Successful Bidder (each, a "Closing Date").

XIV. Sale Hearing

Each Successful Bid and any Next-Highest Bid (or if no Qualified Bid other than that of a Stalking Horse Bidder is received with respect to the relevant Assets, then the applicable Stalking Horse Bid) will be subject to approval by the Bankruptcy Court. The hearing to approve a Successful Bid and any Next-Highest Bid shall take place on **August 13, 2024 at 10:30 a.m. (prevailing Eastern Time)** (the "Sale Hearing"). The Sale Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Debtors' chapter 11 cases.

At the Sale Hearing, the Debtors will seek entry of orders that, among other things: (i) authorize and approve the Sale(s) to the Successful Bidder(s) and/or the Next-Highest Bidder(s), (ii) includes a finding that the Successful Bidder(s) and/or the Next-Highest Bidder(s) is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code, and (iii) as appropriate, exempts the Sale(s) and conveyances of the Assets from any transfer tax, stamp tax or similar tax, or deposit under any applicable bulk sales statute.

Nothing herein or contemplated hereby constitutes, or will be deemed to constitute or otherwise result in, the consent or approval of any Agent or any Lender to any Sale, any Sale Order or any Bid, or to any agreement or motion or other pleading relating thereto, or the waiver or modification of any of the terms of, or any rights under, any existing agreement, instrument or document, including, without limitation, any Postpetition Document (as defined in the DIP Financing Order), or any default arising thereunder or relating thereto. Any and all rights of such parties to object or otherwise oppose any Sale, Sale Order or Bid, or any agreement or pleading related thereto are hereby expressly preserved and reserved.

XV. Return of Good Faith Deposit

The Good Faith Deposits of all Potential Bidders shall be held in escrow by the Debtors but shall not become property of the Debtors' estates absent further order of the Bankruptcy Court. The Good Faith Deposits of all Potential Bidders shall be retained by the Debtors, notwithstanding Bankruptcy Court approval of the relevant Sale, until three (3) business days after the earlier of (a) the applicable Closing Date(s), or (b) ten (10) days following the Sale Hearing; provided, however, that the Good Faith Deposit of each Next-Highest Bidder shall be retained until three (3) business days after the applicable Closing Date. The Debtors shall retain any Good Faith Deposit submitted by each Successful Bidder. At the closing of a Sale contemplated by a Successful Bid, the applicable Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit to the extent such a deposit was provided.

Notwithstanding anything hereto, the Good Faith Deposits of the Stalking Horse Bidders shall be governed by the respective terms of the Stalking Horse Agreements.

If a Successful Bidder (or, if the Sale is to be closed with a Next-Highest Bidder, then the Next-Highest Bidder) fails to consummate the Sale because of a breach or failure to perform on the part of such bidder, then, subject to the terms of the Purchase Agreement or the Stalking Horse APA, as applicable (and as such agreements may be amended or modified at the Auction), the Debtors and their estates shall be entitled to retain the Good Faith Deposit of such Successful Bidder (or, if the Sale is to be closed with the Next-Highest Bidder, then such Next-Highest Bidder) as part of the damages resulting to the Debtors and their estates for such breach or failure to perform.

XVI. Reservation of Rights and Modifications

Notwithstanding any of the foregoing, the Debtors and their estates, in consultation with the Consultation Parties, and in the exercise of their fiduciary obligations, reserve the right to modify these Bidding Procedures or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Assets in any manner that is not inconsistent with the Stalking Horse APAs or the order approving these Bidding Procedures and that will best promote the goals of the bidding process, including, without limitation, to extend the deadlines set forth herein, modify bidding increments, waive terms and conditions set forth herein with respect to any or all Potential Bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all potential bidders, adjourn, postpone, close, re-open following closure, or cancel the Auction at or prior to the Auction, and adjourn or reschedule the Sale Hearing. Notwithstanding the foregoing, the Debtors may not modify the Break-Up Fees or Purchaser Reimbursement Amounts of the Stalking Horse Bidders, and may not modify any rules, procedures, or deadlines (or adopt any new rules, procedures, or deadlines) that would impair in any material respect each of the Stalking Horse Bidders' right to payment of its respective Break-Up Fee or the Purchaser Reimbursement Amount or its right to receive a credit for the aggregate amount of its respective Break-Up Fee and/or Purchaser Reimbursement Amount, in the event any Stalking Horse Bidder submits an Incremental Overbid at any Auction, when bidding during such Auction.

The Debtors shall consult with the Consultation Parties as explicitly provided for in these Bid Procedures; provided, however, that the Debtors shall not consult with any Consultation Party (or its advisors) that submits a Bid or has a Bid submitted on its behalf with respect to the sale of the applicable Assets for so long as such Bid (including any Credit Bid) remains unrevoked, with regard to the Sale.

XVII. Next-Highest Bidder

Notwithstanding any of the foregoing, in the event that a Successful Bidder fails to close a Sale prior to such date as specified in the applicable Purchase Agreement or Sale Order (or such date as may be extended by the Debtors), the Debtors, upon written notice to the Next-Highest Bidder, may designate the applicable Next-Highest Bid as the Successful Bid for the applicable Assets, the Next-Highest Bidder will be deemed to be the Successful Bidder for such Assets, and the Debtors will be authorized, but not directed, to close the Sale to the Next-Highest

Bidder subject to the terms of the Next-Highest Bid without the need for further order of the Bankruptcy Court and without the need for further notice to any interested parties.

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EXHIBIT 2

NewCo Stalking Horse APA

[Intentionally omitted.]

EXHIBIT 3

Avalon Stalking Horse APA

ASSET PURCHASE AGREEMENT

by and among

the Sellers set forth on Schedule A

and

Avalon Transportation, LLC or its designee(s)

Dated as of June 11, 2024

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “Agreement”) is made as of June 11, 2024 (the “Agreement Date”), by and among the entities set forth on Schedule A hereto (collectively, the “Sellers” and individually each a “Seller”), and Avalon Transportation, LLC, a California limited liability company or its designee(s) (the “Purchaser”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

WHEREAS, Sellers are in the business of providing, among other things, motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, throughout the United States (solely with respect to the business operations in connection with the Lenzner, Kerrville, All West, and ACL Atlanta Business Segments, as those terms are defined and described in the First Day Declaration, the “Business”);

WHEREAS, on or about June 11, 2024, Sellers, together with certain of their Affiliates and subsidiaries, intend to commence voluntary cases (the “Bankruptcy Case”) under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), the date of the commencement of the Bankruptcy Case in the Bankruptcy Court being the “Petition Date”;

WHEREAS, Sellers desire to sell, transfer and assign to the Purchaser, all of the Purchased Assets, and the Purchaser desires to purchase, acquire and accept from Sellers all of the Purchased Assets, and assume the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement pursuant to sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, the Sellers will promptly seek entry by the Bankruptcy Court of the Bidding Procedures Order approving the Bidding Procedures;

WHEREAS, the Parties intend, among other things, that following the execution of this Agreement, the Purchaser will be a “stalking horse bidder” pursuant to the Bidding Procedures for the Purchased Assets;

WHEREAS, in the absence of the Sellers’ acceptance of a higher and better bid(s) made in accordance with the Bidding Procedures, the Purchaser will purchase, acquire and accept and the Sellers will sell, transfer and assign all of the Sellers’ right, title and interest in and to the Purchased Assets and the Purchaser will assume the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in this Agreement, pursuant to, among other provisions thereof, section 363 of the Bankruptcy Code, free and clear of Encumbrances (except for Permitted Encumbrances), Indebtedness and Liabilities, and in accordance with the Bidding Procedures and subject to entry of the Sale Order by the Bankruptcy Court; and

WHEREAS, the execution and delivery of this Agreement and Sellers’ ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1
DEFINITIONS

1.1 **Definitions.** In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

(a) “Accounts Receivable” means, with respect to the Business, all accounts receivable and other rights to payment generated by the Business prior to the Closing Date and the full benefit of all security for such accounts receivable or rights to payment, including all accounts receivable in respect of goods shipped or products sold or services rendered to customers of the Business prior to the Closing Date, any other miscellaneous accounts receivable of the Business that arose prior to the Closing Date, and any claim, remedy or other right of the Business related to any of the foregoing.

(b) “Action” means any action, arbitration, audit, claim, cause of action, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

(c) “Administrative Agent” means Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent for the lenders under the Credit Agreement.

(d) “Affiliate” means, as to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(e) “Agreement” has the meaning specified in the preamble.

(f) “Agreement Date” has the meaning specified in the preamble.

(g) “Allocation” has the meaning specified in Section 3.4.

(h) “Alternative Transaction” has the meaning specified in Section 9.1.

(i) “Ancillary Documents” means the Bill of Sale, the Assumption and Assignment Agreement, the Assignment of Trademarks, the Assignment of Domain Names, the Assumption and Assignment of Leases, and each other agreements, documents or instruments (other than this Agreement) executed and delivered by the Parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

- (j) “Asset Assignee” has the meaning specified in Section 7.4.
- (k) “Assignment of Domain Names” has the meaning specified in Section 3.7(b).
- (l) “Assignment of Trademarks” has the meaning specified in Section 3.7(b).
- (m) “Assumed Contracts” has the meaning specified in Section 2.1(b).
- (n) “Assumed Equipment Leases” has the meaning specified in Section 2.1(j).
- (o) “Assumed Liabilities” has the meaning specified in Section 2.3.
- (p) “Assumed Leased Real Property” means any Leased Real Property that is the subject of an Assumed Real Property Lease.
- (q) “Assumed Real Property Leases” has the meaning specified in Section 2.1(c).
- (r) “Assumption and Assignment Agreement” means the Assumption and Assignment Agreement in substantially the form of Exhibit A.
- (s) “Assumption and Assignment of Leases” has the meaning specified in Section 3.7(f).
- (t) “Assumption Notice” has the meaning specified in the Bidding Procedures Order.
- (u) “Auction” has the meaning set forth in the Bidding Procedures.
- (v) “Avoidance Actions” means any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code, other than claims against “Insiders” (as that term is defined in section 101 (31) of the Bankruptcy Code), the Administrative Agent, or DIP Lender.
- (w) “Bankruptcy Case” has the meaning specified in the recitals.
- (x) “Bankruptcy Code” means title 11 of the United States Code, sections 101-1532.
- (y) “Bankruptcy Court” has the meaning specified in the recitals.
- (z) “Bidding Procedures” means, collectively, the bidding procedures attached as Exhibit B to the Bidding Procedures Order, together with any such changes thereon or supplements thereto, if any, as shall have been made in accordance with the Bidding Procedures Order.

(aa) “Bidding Procedures Order” means the Order Pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 Approving (I) Bidding Procedures, (II) Form and Manner of Sale Notices, and (III) Sale Hearing Date, a form of which is attached hereto as Exhibit B.

(bb) “Bid Protections” has the meaning set forth in Section 9.5.

(cc) “Bill of Sale” means a Bill of Sale in substantially the form attached hereto as Exhibit C.

(dd) “Break-Up Fee” has the meaning set forth in Section 9.5.

(ee) “Business” has the meaning specified in the recitals.

(ff) “Business Day” means any day of the year on which banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close

(gg) “Cash and Cash Equivalents” means all Sellers’ cash (including petty cash and checks received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper and government securities and other cash equivalents.

(hh) “Cash Amount” has the meaning specified in Section 3.1(b).

(ii) “Claim” has the meaning given that term in section 101(5) of the Bankruptcy Code.

(jj) “Closing” has the meaning specified in Section 3.5.

(kk) “Closing Date” has the meaning specified in Section 3.5.

(ll) “Code” means the United States Internal Revenue Code of 1986, as amended.

(mm) “Collective Bargaining Agreements” has the meaning specified in Section 4.12.

(nn) “Confidentiality Agreement” means that certain Confidentiality Agreement dated February 13, 2024, by and between Coach USA, Inc. and Purchaser.

(oo) “Contract” means any agreement, contract, obligation, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, other than a Lease, to which a Seller is party.

(pp) “Copyrights” means all United States and foreign copyrights and copyrightable subject matter, whether registered or unregistered, including all United States

copyright registrations and applications for registration and foreign equivalents, all moral rights, all common-law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention.

(qq) “Credit Agreement” means the Credit Agreement, dated as of April 16, 2019, among Project Kenwood Acquisition, LLC as the borrower, certain other borrowers party thereto, the lenders from time to time party thereto and the Administrative Agent (as amended, modified or supplemented from time to time in accordance therewith).

(rr) “Cure Costs” has the meaning specified in Section 2.5(a).

(ss) “Cure Costs Cap” means \$53,800 in the aggregate for all Cure Costs applicable to the Purchaser.

(tt) “Customer Contracts” means any Contracts between any of the Sellers and its customers, charter companies or travel agents to provide motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, each as part of the Business and for which the service has not been performed prior to the Closing Date.

(uu) “DIP Agent” means Wells Fargo, National Association, in its capacity as administrative agent and collateral agent for the DIP Lenders.

(vv) “DIP Credit Agreement” means that certain Debtor-in-Possession Credit Agreement, dated as of June 11, 2024, among the debtors in the Bankruptcy Case, the lenders from time-to-time party thereto, and the DIP Agent (as may be amended, modified or supplemented from time to time in accordance therewith).

(ww) “DIP Lender” means the lenders from time-to-time party to the DIP Credit Agreement.

(xx) “Documents” means all books, records (including, without limitation, vehicle maintenance records), files, invoices, inventory records, product specifications, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, correspondence, data, records and laboratory books and credit records of customers (including all data and other information in electronic form, or otherwise stored on discs, tapes or other media) to the extent used in or to the extent relating to the Purchased Assets.

(yy) “Domain Names” means any alphanumeric designation registered with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet

(zz) “Eligible Employee” has the meaning specified in Section 7.2(b).

(aaa) “Employee PTO” has the meaning specified in Section 2.3(d).

(bbb) “Encumbrance” means any interest, charge, lien, Claim, mortgage, lease, sublease, license or use and occupancy rights or agreement, hypothecation, deed of trust, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, survey exception, reciprocal easement, or other similar restriction or encumbrance of any kind.

(ccc) “Environmental Laws” means any Legal Requirement or agreement with any Governmental Authority (i) relating to pollution (or the cleanup thereof or the filing of information with respect thereto), human health or the protection of air, surface water, ground water, drinking water supply, land (including land surface or subsurface), plant and animal life or any other natural resource, or (ii) concerning exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production or disposal of Regulated Substances, in each case as amended and as now or hereafter in effect. The term “Environmental Laws” includes any common law or equitable doctrine (including injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to or threatened as a result of the presence of, exposure to, or ingestion of, any Regulated Substance.

(ddd) “Environment Material Adverse Effect” means, with respect to the Purchased Owned Real Property and any Assumed Leased Real Property, that there has been or is a Release of any Regulated Substances in violation of the Environmental Laws on or affecting the Purchased Owned Real Property or any Assumed Leased Real Property, which (i) has not been fully remediated in accordance with the Environmental Laws as approved by a Governmental Authority, and (ii) imposes a liability not covered by insurance or in excess of insurance coverage which (x) materially impacts the fair market value of the Purchased Owned Real Property or (y) obligates or imposes, or Purchaser reasonably determines that it would be reasonably likely to obligate or impose, Liability on the title holder of the Purchased Owned Real Property or the tenant under the Assumed Real Property Lease for the Assumed Leased Real Property to incur material cost and expense to remediate such Purchased Owned Real Property or Assumed Leased Real Property so that it is in compliance with Environmental Laws.

(eee) “Equipment” means all furniture, fixtures, equipment, computers, printers, computer disks and software, machinery, tools, apparatus, appliances, Inventory, signage, supplies, vehicles, forklifts, vehicle lifts, fuel and oil storage containers and pumps (including the contents thereof) and all other tangible personal property of every kind and description.

(fff) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(ggg) “ERISA Affiliate” means any Person that would be considered a single employer with a Seller under Sections 414(b), (c), (m) or (o) of the Code.

(hhh) “Escrow Account” has the meaning specified in Section 3.3.

(iii) “Escrow Holder” has the meaning specified in Section 3.3.

(jjj) “Excess Cure Costs” has the meaning specified in Section 3.1(g).

(kkk) “Excess Employee PTO” has the meaning specified in Section 3.1(h).

(lll) “Excluded Assets” has the meaning specified in Section 2.2.

(mmm) “Excluded Contracts” has the meaning specified in Section 2.2(d).

(nnn) “Excluded Leases” has the meaning specified in Section 2.2(e).

(ooo) “Excluded Liabilities” has the meaning specified in Section 2.4.

(ppp) “Expense Reimbursement” has the meaning specified in Section 9.5.

(qqq) “Filing” has the meaning specified in the recitals.

(rrr) “Final Order” means an action taken or Order issued by the applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by Legal Requirement, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before the Governmental Authority and the time for filing any such petition or protest is passed; (iii) the Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

(sss) “First Day Declaration” means the *Declaration of Spencer Ware in Support of the Debtors’ Chapter 11 Petitions and Requests for First Day Relief* filed in the Sellers’ Bankruptcy Case.

(ttt) “Fraud” means actual, intentional, willful or knowing fraud under Delaware Law (and not solely a constructive fraud, equitable fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) by or on behalf of a party to this Agreement in the making of a representation or warranty set forth in this Agreement or in any certificate delivered pursuant to Section 8.2 of this Agreement at the Closing.

(uuu) “Good Faith Deposit” has the meaning specified in Section 3.3.

(vvv) “Governmental Authority” means any federal, state, local or foreign governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof or any federal, state, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission. Governmental Authority shall include the Bankruptcy Court.

(www) “Governmental Consents” has the meaning specified in Section 4.5.

(xxx) “Hired Employees” means those Sellers’ Employees who accept the Purchaser’s offer of employment and commence working for the Purchaser on the Closing Date.

(yyy) “Improvements” means the buildings, plants, structures, fixtures, systems, facilities, infrastructure and other improvements affixed or appurtenant to real property.

(zzz) “Indebtedness” of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for borrowed money and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with generally accepted accounting principles in the United States; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) all obligations with respect to any factoring programs of a Seller; (vii) all obligations secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by each Seller, whether or not the obligations secured thereby have been assumed; (viii) all obligations of each Seller to purchase or otherwise pay for merchandise, materials, supplies, services or other property under an arrangement which provides that payment for such merchandise, materials, supplies, services or other property shall be made regardless of whether delivery of such merchandise, materials, supplies, services or other property is ever made or tendered; and (ix) all obligations of the type referred to in clauses (i) through (viii) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations.

(aaaa) “Intellectual Property” means all intellectual property rights of any kind owned, used, held for use, or licensed (as licensor or licensee) by a Seller and used solely and exclusively in connection with the operation of the Business, including all Software, Copyrights, Patents, Trademarks, Trade Secrets, Domain Names, customer contact and supplier lists and agreements, rights related to any websites, marketing materials, and all other information as to sources of supply and relationships with suppliers and customers, including rights to the associated logos and names, all rights to privacy and personal information, and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing.

(bbbb) “Inventory” means inventory, spare parts, stocks of diesel fuel and other gasoline products.

(cccc) “IRS” means the United States Internal Revenue Service.

(dddd) “Leased Real Property” means the leased real property listed or described on Schedule 4.6(b), including any Improvements to such Leased Real Property.

(eeee) “Leases” means leases with respect to the Leased Real Property.

(ffff) “Legal Requirement” means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, principle of common law, regulation, statute or treaty.

(gggg) “Liability” means any debt, loss, Claim, damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise), and including any liabilities under Environmental Laws and all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

(hhhh) “Material Adverse Effect” means any fact, event, development, circumstance, occurrence or effect (collectively, “Effect”) (i) that has a material adverse effect on the condition (financial or otherwise), business, assets, properties, liabilities, operations or results of operations of the Business or the Purchased Assets, taken as a whole; provided, however, that none of the following shall be taken into account in determining whether there has been, is, or would reasonably be expected to be a Material Adverse Effect for purposes of this clause (i): (A) changes in general economic or political conditions, (B) changes in Legal Requirements, (C) changes generally affecting the industry in which the Business operates, (D) acts of war, sabotage or terrorism, (E) (1) the commencement of the Bankruptcy Case or the events and conditions related or leading up thereto, (2) the effects that customarily result from the commencement of a case under chapter 11 of the Bankruptcy Code, and (3) any defaults under agreements as a result of the commencement of the Bankruptcy Case that have no effect under the terms of the Bankruptcy Code or where the exercise of remedies as a result of such defaults are stayed under the Bankruptcy Code, (F) any failure by Sellers to meet any internal or published budgets, projections or forecasts (it being understood that the underlying causes of such failure, to the extent not otherwise excluded by other clauses of this definition, may be taken into account in determining the occurrence of a Material Adverse Effect), (G) any action taken (or omitted to be taken) by Sellers (x) that is expressly required by this Agreement or (y) at the express written request of Purchaser, or (H) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, epidemics, pandemics or disease outbreaks and other force majeure events; provided, further, however, that, with respect to clauses (A), (B), (C), (D), and (H), such Effect shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent it has a disproportionate adverse effect on the Business, taken as a whole, relative to other participants in the industries in which the Business operates; or (ii) that prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Sellers to consummate the transactions contemplated by this Agreement.

(iiii) “Material Permits” has the meaning specified in Section 4.7(a).

(jjjj) “Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA.

(kkkk) “Next-Highest Bidder” has the meaning set forth in the Bidding Procedures Order.

(llll) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

(mmmm) “Ordinary Course of Business” means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the applicable Seller in the ordinary and usual course) through the date hereof, consistent in nature, scope and magnitude with past practice prior to the Petition Date.

(nnnn) “Owned Real Property” means, specifically excluding any Excluded Asset, all real property set forth on Schedule 4.6(a) owned by Sellers solely and exclusively relating to the Business, and all right, title and interest of Sellers therein, together with all of Sellers’ right, title and interest in and to the following: (i) all buildings, structures, systems, hereditaments and Improvements located on such real property owned by Sellers; (ii) all Improvements owned by Sellers; and (iii) all easements, if any, in or upon such real property owned by Sellers, licenses and all rights-of-way, beneficial easements, licenses, and other rights, privileges and appurtenances belonging or in any way pertaining to such real property owned by Sellers, in each case solely and exclusively relating to the Business.

(oooo) “Party” or “Parties” means, individually or collectively, the Purchaser and Sellers.

(pppp) “Patents” means United States and foreign patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, technology, inventions (whether or not patentable or reduced to practice) or improvements thereto.

(qqqq) “PBGC” means Pension Benefit Guaranty Corporation.

(rrrr) “Permits” means all franchises, grants, authorizations, registrations, licenses, permits (including operating permits), easements, variances, exceptions, consents, certificates, approvals, clearances and orders of any Governmental Authority that are necessary for Sellers to own, lease and operate its properties and assets or to carry on the Business as it is now being conducted or as is presently intended to be conducted.

(ssss) “Permitted Access Parties” has the meaning specified in Section 7.7.

(tttt) “Permitted Encumbrances” means (i) Encumbrances that constitute Assumed Liabilities, (ii) statutory liens for current Taxes and assessments (A) not yet due and payable, including liens for ad valorem Taxes and statutory liens not yet due and payable arising other than by reason of any default by a Seller, or (B) being contested in good faith, (iii) easements, covenants, conditions, restrictions and other similar matters of record affecting any Owned Real Property or Leased Real Property, which are not, individually or in the aggregate, materially adverse to the value or operation of the Business or the Purchased Assets or which do not materially interfere with the current operation of any Owned Real Property or Leased Real Property, (iv) any Encumbrance or Claim affecting any Leased Real Property (or the owner, lessor or lessee thereof) that does not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto, (v) the leasehold estate or any sublease, license,

or rights of occupancy in any Leased Real Property subject to an Assumed Real Property Lease where a Seller is lessor, (vi) Legal Requirements now or hereafter in effect relating to Leased Real Property that do not, in the aggregate, materially interfere with the present use of the Leased Real Property subject thereto; provided, that, in each case enumerated in this definition, such Encumbrance shall only be a Permitted Encumbrance if it cannot be satisfied solely through the payment of money or otherwise removed, discharged, released or transferred, as the case may be, pursuant to section 363(f) of the Bankruptcy Code under the Sale Order or otherwise.

(uuuu) “Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

(vvvv) “Petition Date” has the meaning specified in the recitals.

(www) “Post-Close Filings” has the meaning specified in Section 7.7.

(xxxx) “Pre-Closing Tax Period” means any taxable period ending on or before the day prior to the Closing Date and the portion of any Straddle Period through the end of the day prior to the Closing Date.

(yyyy) “Prepayments/Deposits” means prepayments, advanced payments or deposits collected by Sellers from customers, charter companies or travel agents of the Business with respect to services to be rendered after the Closing Date by Sellers to such customers, charter companies or travel agents.

(zzzz) “Prepayment/Deposits Credit” has the meaning specified in Section 3.1(f).

(aaaa) “Purchase Price” has the meaning specified in Section 3.1.

(bbbb) “Purchased Assets” has the meaning specified in Section 2.1.

(cccc) “Purchased Deposits” means all deposits, advanced payments, security deposits, retainers and prepayments made by Sellers with respect to the Business under an Assumed Contract, Assumed Equipment Leases or Assumed Real Property Lease, including security deposits for rent (including such deposits made by Sellers, as lessee, or to Sellers, as lessor, in connection with the Assumed Real Property Leases), deposits made with respect to vehicle operating leases to the extent related to the Purchased Assets (pro-rated for the actual number of vehicles purchased) and prepaid charges and expenses of, and advance payments made by, Sellers, with respect to the Business, other than the Utility Escrow and any deposits or prepaid charges and expenses paid in connection with or relating primarily to any Excluded Assets or any Excluded Liability. For the avoidance of doubt, Purchased Deposits includes only those deposits and payments made pursuant to an Assumed Contract, Assumed Equipment Leases or Assumed Real Property Lease.

(dddd) “Purchased Owned Real Property” has the meaning specified in Section 2.1(t).

(eeee) “Purchased Vehicles” has the meaning specified in Section 2.1(q).

(ffff) “Purchaser” has the meaning specified in the preamble.

(gggg) “Regulated Substances” means pollutants, contaminants, hazardous or toxic substances, compounds or related materials or chemicals, hazardous materials, hazardous waste, flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products (including waste petroleum and petroleum products) as regulated under applicable Environmental Laws.

(hhhh) “Release” means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Regulated Substances through or in the air, soil, surface water, groundwater or property.

(iiii) “Representative” means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(jjjj) “Sale Motion” means the motion, pleading or other filing of the Sellers seeking entry of the Bidding Procedures Order and the Sale Order.

(kkkk) “Sale Order” means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit D (with such other changes as may be mutually reasonably acceptable to the Parties), pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code (i) authorizing and approving, *inter alia*, the sale of the Purchased Assets to the Purchaser on the terms and conditions set forth herein free and clear of all Liabilities, Indebtedness and Encumbrances (other than Permitted Encumbrances), the assumption and assignment of the Assumed Liabilities, and the assumption and assignment of the Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases to the Purchaser and (ii) containing certain findings of facts, including a finding that the Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

(llll) “Savings Plan” has the meaning specified in Section 7.2(d)(iii).

(mmmm) “Schedules” means the disclosure schedules attached hereto that Sellers have prepared and delivered to the Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, the Assumed Liabilities and other matters with respect to the Seller Entities as set forth therein.

(nnnn) “Seller Employees” means the active employees of Sellers employed as of the Closing Date for the Business in accordance with the terms hereof and working at either the Owned Real Property or a Leased Real Property listed on Schedule 1.2, excluding (i) persons hired to perform central or shared functions, (ii) officers, and (iii) inactive employees who are on leave or disability.

(ooooo) “Seller Plan” means (i) all “employee benefit plans” (as defined in Section 3(3) of ERISA), including all employee benefit plans that are “pension plans” (as defined in Section 3(2) of ERISA) and all employee benefit plans that are ‘welfare benefit plans’ (as defined in Section 3(1) of ERISA) and any other employee benefit or compensation arrangements or payroll practices (including severance pay, vacation pay, company awards, salary continuation for disability, sick leave, death benefit, hospitalization, welfare benefit, group or individual health, dental, medical, life, insurance, survivor benefit, deferred compensation, profit sharing, retirement, retiree medical, supplemental retirement, bonus or other incentive compensation, stock or other equity compensation plans, arrangements or policies) of Sellers and (ii) all employment, termination, bonus, severance, change in control or other similar contracts, agreements or arrangements, in each case to which a Seller is a party, with respect to which any Seller has any Liability, that are maintained by a Seller, or to which a Seller contributes or is obligated to contribute with respect to its current or former directors, officers, consultants and employees, in each case that covers one or more Seller Employees.

(ppppp) “Sellers” has the meaning specified in the preamble.

(qqqqq) “Software” means all computer software programs (whether in source code, object code, or other form) and systems, databases and platforms owned, licensed or used by Sellers, including all databases, compilations, tool sets, compilers, higher level or “proprietary” languages, related documentation, technical manuals and materials, and any licenses to use or other rights relating to the foregoing.

(rrrrr) “Straddle Period” means any taxable period that includes but does not end on the day prior to the Closing Date.

(sssss) “Tax” or “Taxes” (and with correlative meaning, “Taxable” and “Taxing”) means any federal, state, local, foreign or other income, alternative, minimum, alternative minimum, add-on minimum, franchise, capital stock, net worth, capital, profits, intangibles, inventory, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy or other governmental charge or assessment or deficiencies thereof (including all interest, penalties and fines thereon and additions thereto whether disputed or not).

(ttttt) “Tax Return” means any return, report or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax including any combined, consolidated or unitary returns of any group of entities.

(uuuuu) “Trademarks” means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or

unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing.

(vvvvv) “Trade Secrets” means confidential or proprietary information and trade secrets (including ideas, research and development, know-how, formulae, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

(wwwww) “Transfer Taxes” has the meaning specified in Section 7.1(b).

(xxxxx) “Transportation Laws” means all U.S. and non-U.S. Legal Requirements intended to prohibit, restrict or regulate actions and activities of motor passenger carriers.

(yyyyy) “Union” has the meaning specific in Section 4.12.

(zzzzz) “United States” and “U.S.” mean the United States of America.

(aaaaa) “Utility Escrow” means the adequate assurance deposit made by Sellers in connection with the continued provision of post-petition utility services pursuant to an order of the Bankruptcy Court filed after the Petition Date.

(bbbbb) “Vehicles” means all motor vehicles, buses, motor coaches, vans, trucks and other rolling stock and all assignable warranties related thereto.

(ccccc) “Waived Avoidance Actions” means Avoidance Actions against (i) the holder of a trade payable incurred in connection with the Business, (ii) a vendor or other creditor who received a payment within the ninety (90) days prior to the Petition Date from a Seller on a trade payable incurred in connection with the Business or (iii) the counterparty to an Assumed Contract, Assumed Equipment Leases or Assumed Real Property Leases.

(ddddd) “WARN” means the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar state or local law.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to \$ shall mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. All Exhibits and Schedules are subject to the mutual agreement of the Parties at the time of execution of this Agreement by all of the Parties, except as otherwise provided in Sections 2.1(b) and 2.1(c). Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only, shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

SECTION 2

PURCHASE AND SALE

2.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, each Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase, free and clear of all Liabilities, Indebtedness and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), all right, title and interest in, to or under all of the following properties, Owned Real Property, contractual rights, rights, Claims and assets of such Seller (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (herein collectively called the “Purchased Assets”):

(a) all Equipment set forth on Schedule 2.1(a), and all additional Equipment owned (or leased under an Assumed Equipment Lease set forth on Schedule 2.1(j)) by a Seller, used in connection with the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets or

otherwise located on (i) the Purchased Owned Real Property, and/or (ii) the Assumed Leased Real Property set forth on Schedule 2.1(c); but excluding any Equipment designated as an Excluded Asset by the Purchaser on Schedule 2.1(a);

(b) all Customer Contracts and all other Contracts listed or described on Schedule 2.1(b), under the heading “Contracts Being Assumed” (the “Assumed Contracts”); provided, however, that (i) the Assumption Notice may not be sent without prior written notice to the Purchaser, and (ii) the Purchaser, in its absolute discretion and prior to the sending of the Assumption Notice, may add any Contracts to Schedule 2.1(b) or redesignate any Contracts from under the heading “Contracts Being Rejected” to under the heading “Contracts Being Assumed” in accordance with the Bidding Procedures Order; provided, further, however, if the Purchaser adds or redesignates any such Contracts, the Purchaser shall pay the Cure Costs related to any such added or redesignated Contracts, not to exceed the Cure Costs Cap;

(c) all Leases, and rights thereunder, listed under the heading “Leases Being Assumed” on Schedule 2.1(c) (such Leases, the “Assumed Real Property Leases”); provided, however, that (i) the Assumption Notice may not be sent without prior written notice to the Purchaser, and (ii) the Purchaser, in its absolute discretion and prior to the sending of the Assumption Notice, may add any Leases of Leased Real Property to Schedule 2.1(c) or redesignate any Leases of Leased Real Property from under the heading “Leases Being Rejected” to under the heading “Leases Being Assumed” in accordance with the Bidding Procedures Order; provided, further, however, if the Purchaser adds or redesignates any such Leases, the Purchaser shall pay the Cure Costs related to any such added or redesignated Leases, not to exceed the Cure Costs Cap;

(d) the Permits set forth on Schedule 2.1(d) and pending applications therefor, in each case to the extent assignable or transferable;

(e) the Intellectual Property set forth on Schedule 2.1(e) (including all goodwill associated therewith) and related rights and property, including but not limited to all related manuals and documentation;

(f) all Documents of such Seller with respect to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets, except those (i) relating solely to any Excluded Asset or Excluded Liability; or (ii) relating to employees of such Seller who are not Hired Employees or (iii) containing any personally identifiable information except for such Documents identified on Schedule 2.1(f);

(g) all telephone, telex and telephone facsimile numbers and other directory listings set forth on Schedule 2.1(g), to the extent assignable and the right to receive and retain such Sellers’ mail and other communications;

(h) all Prepayments/Deposits and all Purchased Deposits set forth on Schedule 2.1(h);

(i) insurance claims, proceeds and insurance awards but only with respect to insurance claims, proceeds and insurance awards paid or due on account of (a) physical damage

to real or personal property that is to be sold or transferred to Purchaser as a Purchased Asset, and then only to the extent that such physical damage arises prior to or on the Closing Date and remains unrepaired on the Closing Date or (b) a Permitted Encumbrance or Assumed Liability;

(j) the operating and capitalized equipment leases listed or described on Schedule 2.1(j) (the “Assumed Equipment Leases”);

(k) any rights, claims (including, without limitation, commercial, tort, contractual and insurance-related), credits, refunds, causes of action, choses in action, rights of recovery and rights of setoff of such Seller against third parties arising out of events occurring prior to the Closing Date with respect to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to such Seller excluding only the rights, claims, refunds, causes of action, choses in action, rights of recovery and rights of setoff that are identified as Excluded Assets in Section 2.2;

(l) all goodwill and other intangible assets with respect to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets;

(m) any proprietary rights with respect to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property, including memoranda, manuals, technical specifications and other records wherever created throughout the world, but excluding (i) reports of accountants, investment bankers, crisis managers, turnaround consultants and financial advisors or consultants, and (ii) and all data that constitutes personally identifiable information;

(n) the Waived Avoidance Actions; provided, that such Waived Avoidance Actions shall be waived and released by Sellers as of Closing Date;

(o) all advertising, marketing and promotional materials, studies, reports and all other printed or written materials;

(p) all rights of such Seller under non-disclosure or confidentiality, non-disparagement, non-compete, or non-solicitation agreements with the Hired Employees or any employees of such Seller terminated within twelve (12) months prior to the Closing Date, or with any agents of such Seller or with third parties;

(q) the Vehicles (including all contract rights, tires, tire rims, tires parts, service equipment, supplies and other personal property related thereto) listed on Schedule 2.1(q) (the “Purchased Vehicles”);

(r) the additional assets, properties, privileges, rights (including prepaid expenses) and interests of such Seller solely and exclusively relating to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets of every kind and description and wherever located, whether known or unknown, fixed or unfixd, accrued, absolute, contingent or otherwise, in each case that is listed on Schedule 2.1(r) provided, however, none of the Parties hereto intends that the Purchaser, or any of its Affiliates, shall be deemed to be a successor to Sellers with respect to any Purchased Assets;

(s) the Inventory relating to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets; and

(t) the Owned Real Property more fully described on Schedule 4.6(a) (the “Purchased Owned Real Property”).

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Purchaser, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of and under this Agreement, the term “Excluded Assets” shall mean:

(a) all Cash and Cash Equivalents (other than Prepayments/Deposits), Accounts Receivable and Claims between the Sellers;

(b) all shares of capital stock or other equity interest of any Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller;

(c) all minute books, stock ledgers, corporate seals and stock certificates of Sellers;

(d) any Contracts listed under the heading “Contracts Being Rejected” on Schedule 2.1(b) or any Contracts not listed or described under the heading “Contracts Being Assumed” on Schedule 2.1(b) (the “Excluded Contracts”), and all expenses and obligations arising under Excluded Contracts;

(e) all Leases of Leased Real Property, and rights thereunder, listed under the heading “Leases Being Rejected” on Schedules 2.1(c) or any Leases of Leased Real Property not listed or described under the heading “Leases Being Assumed” on Schedules 2.1(c) (the “Excluded Leases”), and all expenses and obligations arising under Excluded Leases;

(f) any rights, claims or causes of action of Sellers (i) under this Agreement or the Ancillary Documents, including all right, title and interest to the Cash Amount or (ii) against

“Insiders” as that term is defined in section 101 (31) of the Bankruptcy Code or the Administrative Agent or DIP Lender;

- (g) all receivables, claims or causes of action related to any Excluded Asset;
- (h) all insurance policies of Sellers and all rights under any insurance policies, except as provided by Section 2.1(i) of this Agreement;
- (i) the Avoidance Actions other than Waived Avoidance Actions;
- (j) all Documents relating solely to an Excluded Asset or an Excluded Liability;
- (k) Tax Returns and tax-related records of each Seller, any and all Claims, rights, or interests of Sellers in or with respect to any refund, rebate, abatement (or other recovery for Taxes), or any other Tax asset with respect to the Business or the Purchased Assets, together with any interest due thereon or penalty rebate arising therefrom, for any Pre-Closing Tax Period (or portion thereof);
- (l) the Utility Escrow; and
- (m) all other assets of Sellers as set forth on Schedule 2.2(m).

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Purchaser shall execute and deliver to Sellers the Assumption and Assignment Agreement pursuant to which the Purchaser shall assume and agree to discharge, when due (in accordance with its respective terms and subject to the respective conditions thereof, or as otherwise agreed to between the holder of such liability and the Purchaser), only the following Liabilities (without duplication) (collectively, the “Assumed Liabilities”) and no others:

- (a) subject to Section 2.5(a), any and all Liabilities relating to or arising under the Assumed Contracts, Assumed Equipment Leases and the Assumed Real Property Leases applicable to the Purchaser, to be performed by the Purchaser after the Closing Date or arising after the Closing Date;
- (b) all other Liabilities arising out of the conduct of the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets or ownership of the Purchaser’s Purchased Assets to be performed after the Closing Date or arising after the Closing Date, but only to the extent the Liabilities arise or accrue after the Closing Date from the post-Closing Date conduct of the Business by the Purchaser;
- (c) all Cure Costs;
- (d) accrued paid-time-off and vacation pay owed to Sellers’ Employees who are offered employment by the Purchaser and accept such employment on the terms offered by the Purchaser as set forth in Section 7.2 (collectively, “Employee PTO”);

(e) all Taxes for which Purchaser is liable pursuant to this Agreement;

(f) all obligations of Sellers with respect to Prepayments/Deposits outstanding as of the Closing Date but solely to the extent that such Prepayments/Deposits have been either (i) turned over to the Purchaser at the Closing, or (ii) credited against the Purchase Price. A list of the Prepayments/Deposits is set forth on Schedule 2.3(f).

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities, the Purchaser shall not assume and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of Sellers, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers (collectively the “Excluded Liabilities”). For the avoidance of doubt, the Excluded Liabilities with respect to Sellers include, but are not limited to, the following:

(a) any Liability of any Seller which is not an Assumed Liability

(b) any Liability of Sellers, arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including all finder’s or broker’s fees and expenses and any and all fees and expenses of any Representatives of Seller;

(c) any Liability related to any Action;

(d) any Liability (i) for any real property taxes, personal property taxes, and other ad valorem taxes with respect to the Purchased Assets for any Pre-Closing Tax Period and the pre-Closing portion of any Straddle Period (determined in accordance with Section 7.1(a)) and (ii) any other Taxes of Sellers, in each case except as provided in Section 7.1(b);

(e) any Liability incurred by Sellers or their respective directors, officers, stockholders, agents or employees (acting in such capacities) after the Closing Date and then only to the extent not an Assumed Liability;

(f) any Liability of Sellers to any Person on account of any Action that arose, and relates to facts, circumstances or events that existed or occurred, solely and exclusively before the Closing and then only to the extent not an Assumed Liability, and further including any claims based on successor liability under any applicable Legal Requirement;

(g) any Liability relating to or arising out of the ownership or operation of an Excluded Asset;

(h) all checks and drafts that have been written or submitted by any Seller prior to the close of business on the Closing Date but have not yet cleared;

(i) any Liability of Sellers under any Indebtedness, including Indebtedness under the Credit Agreement and the DIP Credit Agreement, any Indebtedness owed to any stockholder or other Affiliate of any Seller, and any Contract evidencing any such financing arrangement;

(j) the obligation to pay the amounts owed (and no other Liabilities) for goods or services received by any Seller in the Ordinary Course of Business in respect of any trade and vendor accounts payable arising after the Petition Date, other than any such Liabilities that are Assumed Liabilities;

(k) any Liability to current or former employees of Seller, including any Liability under WARN or under any key employee retention plan or key employee incentive plan implemented by the Sellers or approved by the Bankruptcy Court, except to the extent of Employee PTO expressly assumed by Purchaser herein; and

(l) other than as specifically set forth herein, fees or expenses of Sellers incurred with respect to the transactions contemplated herein.

2.5 Assignments; Cure Amounts.

(a) Sellers shall transfer and assign all Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases to the Purchaser, and the Purchaser shall assume all Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases from Sellers, as of the Closing Date pursuant to section 365 of the Bankruptcy Code and the Sale Order. In connection with such assumption and assignment, the Purchaser shall cure all monetary defaults under such Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases to the extent required by section 365(b) of the Bankruptcy Code and any amounts offset, recouped or otherwise credited or agreed to by a counterparty under any Assumed Contract, Assumed Equipment Lease and Assumed Real Property Lease (all such amounts, the “Cure Costs”). For the avoidance of doubt, the Purchaser shall pay all Cure Costs for each Contract or Lease added or redesignated pursuant to the last proviso of Section 2.1(b) or 2.1(c). The Cure Costs for each Assumed Contract, Assumed Equipment Lease and Assumed Real Property Lease as of the date hereof are set forth opposite the name of such Assumed Contract, Assumed Equipment Lease and Assumed Real Property Lease set forth on Schedule 2.5 (which schedule is not intended to be updated in connection with the Closing), and which Cure Costs will be determined and approved by the Bankruptcy Court as part of the Sale Order.

(b) The Sale Order shall provide that as of the Closing, Sellers shall assign to the Purchaser the Assumed Contracts, the Assumed Equipment Leases and the Assumed Real Property Leases. The Assumed Contracts, the Assumed Equipment Leases and the Assumed Real Property Leases shall be identified by the name and date of the Assumed Contracts, the Assumed Equipment Leases and the Assumed Real Property Leases (if available), the other party to the Assumed Contract, Assumed Equipment Lease or Assumed Real Property Lease, as the case may be, and the address of such party for notice purposes, all included on an exhibit attached to either the motion filed in connection with the Sale Order, a motion for authority to assume and assign such Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases, or any notice in accordance with the Bidding Procedures Order. Such exhibit or notice shall also (i) set forth the amounts necessary to cure any defaults under each of the Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases as determined by the Seller party thereto based on Sellers’ books and records or as otherwise determined by the Bankruptcy Court, and (ii) delineate a procedure for transferring to the Purchaser the rights to any Purchased Deposits in the form of cash or letters of credit on deposit with the other party to any Assumed Real Property

Lease. Sellers shall be responsible for due and proper notice to all counterparties to any Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases.

(c) In the case of licenses, certificates, approvals, authorizations, Leases, Contracts and other commitments included in the Purchased Assets that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, subject to any approval of the Bankruptcy Court that may be required, cooperate with the Purchaser in endeavoring to obtain such consent and this Agreement shall not operate as an assignment thereof in violation of any such license, certificate, approval, authorization, Lease, Contract or other commitment.

2.6 Further Assurances.

(a) At the Closing, and at all times thereafter as may be necessary, Sellers (as applicable) and the Purchaser shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in the Purchaser title to the Purchased Assets free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and such other instruments as shall be reasonably necessary to evidence the assignment by Sellers by the Purchaser or its designee of the Assumed Liabilities, including the Assumed Contracts, Assumed Equipment Leases and the Assumed Real Property Leases. Sellers and the Purchaser shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby; provided, however, Sellers' compliance with their respective obligations under this Section 2.6(a) shall, in each case, to the extent it is not a document, instrument or other item which Sellers are required to deliver pursuant to Section 3.7 or pursuant to the terms of this Agreement (other than this Section 2.6(a)), be conditioned upon the Purchaser's advancement of any reasonable out-of-pocket expense to be incurred by Sellers in connection therewith. At the Closing, and at all times thereafter as may be necessary, the Purchaser shall reasonably cooperate with Sellers at Sellers' request to facilitate the procurement, possession and return to Sellers of any Excluded Assets, including any equipment subject to an operating or capitalized lease that does not constitute an Assumed Equipment Lease.

(b) At the Closing, and at all times thereafter as may be necessary, Sellers shall, at the reasonable request and expense of the Purchaser, execute, deliver, and file, or cause to be executed, delivered, and filed, such other instruments of conveyance and transfer and take such other actions as the Purchaser may reasonably request, in order to more effectively consummate the transactions contemplated by this Agreement and to vest in the Purchaser good and marketable title to the Intellectual Property included in the Purchased Assets, including executing, filing, and recording, with all appropriate intellectual property registration authorities and other relevant entities, all assignment instruments and other filings that are necessary to correctly record the prior chain of title with respect to ownership of the Intellectual Property included in the Purchased Assets.

(c) Between the date hereof and the Closing Date, Sellers shall use reasonable best efforts to obtain a transition services agreement, for the benefit of and on terms reasonably acceptable to Sellers and Purchaser, with any other purchaser of Excluded Assets that acquires the software and electronic business records and data used in connection with or needed

to operate the Business to address the issues of (i) Purchaser receiving access to and the right to copy financial and other books and records that relate to the Purchased Assets, (ii) a mechanism for reconciling the collection of post-Closing accounts receivables that belong to Purchaser or the other purchasers of Excluded Assets and the remission/turnover of such collections (after they become good, available funds) to the correct purchaser; (iii) for a mutually acceptable period of time after the Closing not to (a) extend job offers to any Sellers' Employees hired by another purchaser unless such employee is no longer employed by that purchaser nor (b) directly solicit business from the non-shared and shared customers of the businesses being acquired by the other purchaser in their respective metropolitan area; and (iv) an agreement to maintain and not change the forwarding of the emails listed on Schedule 2.6(c)(iv) hereto or a period of not less than 180 days after Closing.

(d) At or prior to Closing, Sellers shall arrange for (i) its third party vendors to copy all of the current and historical customer-related data related to the Business currently on Distinctive and other software and download such data on to Purchaser's systems, (ii) the emails of the customers of the Business to be removed from the software used for advertisings and blast emails being transferred over to another purchaser and (iii) the emails associated with Business listed on Schedule 2.6(c)(iv) to be automatically forwarded to a new email address to be designated by Purchaser.

SECTION 3 **PURCHASE PRICE AND CLOSING**

3.1 Purchase Price . Subject to the terms and conditions set forth in this Agreement, the purchase price to be paid (or assumed) by the Purchaser in exchange for the Purchased Assets (the "Purchase Price") shall be the sum of the following:

- (a) the amount of the Good Faith Deposit; plus
- (b) the "all cash" sum in the amount of \$13,352,400 (such amount, the "Cash Amount"); plus
- (c) the aggregate amount of the Cure Costs assumed by the Purchaser up to the Cure Costs Cap; plus
- (d) the aggregate amount of Employee PTO assumed by the Purchaser up to a maximum of \$26,900; plus
- (e) the aggregate amount of the Assumed Liabilities; less
- (f) the amount of Prepayment/Deposits which Sellers have not paid or turned over to Purchaser at the Closing (the "Prepayment/Deposits Credit"); less
- (g) the amount of the Cure Costs assumed by the Purchaser in excess of the Cure Costs Cap (such amount, the "Excess Cure Costs"); less

(h) the amount of Employee PTO assumed by the Purchaser in excess of \$26,900 (such amount, the “Excess Employee PTO”)

The aggregate Purchase Price shall be reduced by one percent (1.0%) for every thirty (30) day period (or part of a thirty (30) day period) that the Closing occurs after August 19, 2024, for any reason whatsoever.

3.2 Closing Date Payment. At the Closing, the Purchaser shall satisfy the Purchase Price as follows:

(a) the Purchaser shall deliver an amount equal to the Cash Amount as may be adjusted, including any adjustment pursuant to Section 7.1(a), less any Prepayment/Deposits Credit, less any Excess Cure Costs, and less any Excess Employee PTO via wire transfer of immediately available funds to the accounts designated by Sellers;

(b) the Purchaser shall pay directly to the obligees identified on Schedule 2.5 the Cure Costs or has otherwise assumed such Cure Costs applicable to the Purchased Assets; provided, however, that the Purchaser shall only be obligated to pay or assume a Cure Cost if it has assumed the underlying Liability to such obligee under this Agreement; and

(c) with respect to the Assumed Liabilities, the Purchaser shall assume such Assumed Liabilities at the Closing and satisfy such Assumed Liabilities in accordance with their terms.

3.3 Good Faith Deposit. Within three (3) Business Days of the execution and delivery by the Parties of this Agreement, the Purchaser shall deposit into an escrow account (the “Escrow Account”) with Young Conaway Stargatt & Taylor, LLP, as escrow agent (the “Escrow Holder”) an amount equal to \$1,483,600 (the “Good Faith Deposit”) in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of this Agreement by Sellers, the Good Faith Deposit shall become nonrefundable upon the termination of this Agreement by Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) and shall be refunded to the Purchaser plus any and all interest or income earned thereon upon the termination of this Agreement for any other reason, including under Sections 9.1(a), 9.1(b), (c), (e), (f) or (g). At the Closing, the Good Faith Deposit (and any interest or income accrued thereon) shall be paid over to Sellers and upon such payment, credited and applied toward payment of the Purchase Price and the amount of any such interest or income accrued on the Good Faith Deposit as of the Business Day prior to the Closing Date shall be credited dollar for dollar against the Cash Amount. In the event the Good Faith Deposit becomes nonrefundable as provided herein before the Closing by reason of a termination pursuant to Section 9.1(d), the Escrow Holder shall immediately disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers’ retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser’s breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated herein terminate in accordance with the termination provisions hereof by any reason other than pursuant to Section 9.1(d) before the

Sale Order is entered by the Bankruptcy Court, the Escrow Holder shall return to the Purchaser the Good Faith Deposit, (together with all income or interest accrued thereon).

3.4 Allocation of Purchase Price. At least ten (10) Business Days prior to the anticipated Closing Date, Purchaser shall deliver to Seller a schedule with an amount to be allocated to the Purchased Owned Real Property in accordance with this Section 3.4. In the event Seller notifies Purchaser that it disagrees with the proposed amount, Purchaser and Seller shall negotiate in good faith to resolve such dispute as promptly as practicable before Closing. For tax reporting purposes only, the Purchase Price, Assumed Liabilities, and all other amounts treated as consideration for applicable tax purposes shall be allocated among the Purchased Assets in a manner mutually agreeable to the Purchaser and Sellers (the "Allocation"). The Allocation shall be done in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder and the principles set forth on Schedule 3.4, and the Purchaser and Sellers shall cooperate in good faith to agree upon the Allocation within one-hundred twenty (120) days of the Closing Date. Neither the Purchaser nor any Seller shall take any position on any Tax Return or with any Governmental Authority that is inconsistent with the Allocation, except as required by law. In the event that any Governmental Authority disputes the Allocation, Sellers or the Purchaser, as the case may be, shall promptly notify the other Party of the nature of such dispute. The Purchaser and Sellers agree to prepare and timely file all applicable IRS forms required in connection with the transactions contemplated by this Agreement, including Form 8594, and other governmental forms, to cooperate with each other in the preparation of such forms and to furnish each other with a copy of such forms prepared in draft, within a reasonable period prior to the filing due date thereof.

3.5 Closing Date. Upon the terms and conditions set forth in this Agreement the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby (the "Closing") shall take place at the offices of Alston & Bird LLP located at 90 Park Avenue, New York, New York 10016, as promptly as practicable, and at no time later than the third Business Day, following the date on which the conditions set forth in SECTION 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as the Purchaser and Sellers may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date". The Closing shall be deemed to have occurred at 12:01 a.m. (Eastern standard time) on the Closing Date.

3.6 Deliveries of the Purchaser. At or prior to the Closing, the Purchaser shall deliver to Sellers: the Assumption and Assignment Agreement, and each other Ancillary Document to which the Purchaser is a party, duly executed by the Purchaser;

- (b) the payment pursuant to Section 3.2(a);
- (c) the officer's certificates required to be delivered pursuant to Section 8.3(a)(i) and (ii); and
- (d) such other assignments and instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request.

3.7 Deliveries of Sellers. At or prior to the Closing, Sellers shall deliver to the Purchaser:

(a) the Bill of Sale, the Assumption and Assignment Agreement and each other Ancillary Document to which a Seller is a party, as applicable to Purchaser (or Asset Assignee, as applicable), duly executed by each Seller;

(b) instruments of assignment of the Trademarks (the "Assignment of Trademarks") and Domain Names (the "Assignment of Domain Names") that are owned by each Seller and included in the Purchased Assets, to Purchaser (or Asset Assignee, as applicable), if any, duly executed by the applicable Sellers, in form for recordation with the appropriate Governmental Authorities, in form and substance reasonably acceptable to the Parties, and any other assignments or instruments with respect to any Intellectual Property included in the Purchased Assets for which an assignment or instrument is required to assign, transfer and convey such assets to the Purchaser;

(c) a copy of the final Sale Order;

(d) the officer's certificate required to be delivered pursuant to Section 8.2(a)(i) and (ii);

(e) a complete and duly executed IRS Form W-9 by each Seller;

(f) instruments of assumption and assignment of the Assumed Real Property Leases in form and substance reasonably acceptable to the Parties (the "Assumption and Assignment of Leases"), duly executed by the applicable Sellers, in form for recordation with the appropriate public land records, if necessary, and any other related documentation or instruments necessary for the conveyance of any Assumed Real Property Lease to the Purchaser (or Asset Assignee, as applicable);

(g) (i) all lease files for the Assumed Real Property Leases (including copies of any plans or drawings of any Assumed Leased Real Property), and (ii) keys for, and/or the access codes for any electronic security system located at any Assumed Leased Real Property;

(h) a certificate of good standing, or equivalent document, for each Seller, as certified by the applicable Government Authority;

(i) a certificate of an authorized Person of each Seller, dated the Closing Date, in form and substance reasonably satisfactory to the Purchaser, as to, with respect to such Seller, (i) such Seller's authorization to execute and perform its obligations under this Agreement and the Ancillary Documents to which such Seller is a party; and (ii) incumbency and signatures of the authorized Persons of such Seller executing this Agreement and any such Ancillary Documents;

(j) all instruments and documents necessary to release any and all Encumbrances (other than Permitted Encumbrances), including appropriate UCC financing statement amendments (including termination statements); and

(k) (i) if applicable, a Special Warranty Deed for the transfer of title to the Purchased Owned Real Property, subject to the Permitted Encumbrances, to Purchaser or an entity designated by it pursuant to the terms of this Agreement (in form and substance reasonably acceptable to Sellers and Purchaser), (ii) duly executed (and notarized, if applicable) local and state tax forms needed to transfer title to the Purchased Owned Real Property in accordance with Legal Requirements (in form and substance reasonably acceptable to Sellers), (iii) upon request of Purchaser at least five (5) Business Days prior to the Closing Date, an owner's title affidavit, in form and contents reasonably acceptable to Sellers and Purchaser's title company, (iv) evidence reasonably satisfactory to the title company that Sellers have paid in full all real estate taxes, charges, and utilities owed or accrued prior to the Closing Date with respect to the Purchased Owned Real Property (unless such amounts are to be prorated at the Closing Date or otherwise credited against the Purchase Price at Closing), (v) all files for the Purchased Owned Real Property (including copies of any plans or drawings), to the extent such files are non-proprietary, non-confidential, within Seller's possession, and not previously delivered to Purchaser, and (vi) keys for, and/or the access codes or access cards for any electronic security system located at any Purchased Owned Real Property.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, except as set forth in the Schedules, with disclosure of any item in any section or subsection of the Schedules deemed disclosed with respect to the section or subsection of this Agreement to which it corresponds and any other section or subsection of this Agreement to the extent the applicability of such disclosure is reasonably apparent on its face (without any requirement that the other Sections be cross-referenced), Sellers represents and warrants to the Purchaser as follows:

4.1 Organization of Sellers. Each Seller is an entity duly incorporated or organized, as the case may be, validly existing and in good standing under the laws of its state of incorporation or formation. Each Seller is in good standing in each jurisdiction in which the ownership or leasing of its properties or the conduct of its businesses requires such qualification, except where failure to so qualify or be in good standing would not have a Material Adverse Effect. Each Seller has full corporate or similar power and authority to own or lease and to operate and use the Purchased Assets owned or leased by it and to carry on the Business as now conducted.

4.2 Subsidiaries. Except as set forth on Schedule 4.2, no Seller has any subsidiaries.

4.3 Authority of Sellers.

(a) Each Seller has full power and authority to execute, deliver and, subject to the entry of the Sale Order, perform its obligations under, and consummate the transactions contemplated by, this Agreement and each of the Ancillary Documents to which such Seller is a party, and to sell, transfer and assign the Purchased Assets to the Purchaser in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and such Ancillary Documents by such Seller, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on the part of such

Seller and, subject to the entry of the Sale Order, does not require any authorization or consent of any shareholders or members of such Seller that has not been obtained. This Agreement has been duly authorized, executed and delivered by such Seller and, subject to the entry of the Sale Order, is the legal, valid and binding obligation of such Seller enforceable in accordance with its terms, and each of the Ancillary Documents to which such Seller is a party has been duly authorized by such Seller and upon execution and delivery by such Seller and subject to the entry of the Sale Order, will be a legal, valid and binding obligation of such Seller enforceable in accordance with its terms.

(b) Subject to receipt of the Governmental Consents, and after giving effect to the Sale Order, none of the execution and delivery of this Agreement or any of the Ancillary Documents by each Seller, the consummation by such Seller of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by such Seller, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or loss of a material benefit, or result in the creation of any Encumbrance on any of the Purchased Assets (in each case with or without notice or lapse of time or both), under (i) any charter (or similar governing instrument) or by-laws (or similar governing document) of such Seller, (ii) any Permits of such Seller, (iii) any Order to which such Seller is bound or any Purchased Asset is subject or (iv) any Legal Requirement affecting such Seller or the Purchased Assets.

4.4 Title to the Purchased Assets; Sufficiency. Sellers have, and, upon delivery to the Purchaser on the Closing Date of the instruments of transfer contemplated by Section 3.7, and subject to the terms of the Sale Order, Sellers will thereby transfer to Purchaser, good and valid title to, or, in the case of property leased or licensed by Sellers or its subsidiaries, a valid and subsisting leasehold interest in or a legal, valid and enforceable licensed interest in or right to use, all of the Purchased Assets, free and clear of all Liabilities, Indebtedness or Encumbrances, except for the Assumed Liabilities and Permitted Encumbrances.

4.5 Consent and Approvals. To the knowledge of Sellers, Schedule 4.5 sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority or of any other Person, and each declaration to or filing or registration with any such Governmental Authority, that is required in connection with the execution and delivery of this Agreement and the Ancillary Documents by Sellers or the performance by Sellers of their obligations thereunder (the "Governmental Consents").

4.6 Real Property.

(a) Owned Real Property. Schedule 4.6(a) sets forth an accurate and complete list of the Owned Real Property. Except for Permitted Encumbrances, at the Closing, Sellers will have good and marketable title in the Purchased Owned Real Property. Except for Permitted Encumbrances and Encumbrances that will be removed pursuant to the Sale Order, at the Closing the Purchased Owned Real Property will not be subject to any Encumbrances. There are no pending or, to Sellers' knowledge, threatened condemnation proceedings relating to the Purchased Owned Real Property that would materially impair or restrict the current use of such Purchased Owned Real Property. No Seller has received any written notice from any

Governmental Authority that any of the Improvements on the Purchased Owned Real Property or Sellers' use of the Owned Real Property violates any use or occupancy restrictions, any covenant of record or any zoning or building Legal Requirements.

(b) Leased Real Property. Schedule 4.6(b) sets forth a true and complete list of (i) all Leases with respect to which a Seller is a lessee and (ii) all Leases with respect to which a Seller is a lessor, in each case solely and exclusively related to the Business. All of the Assumed Real Property Leases are in full force and effect and are valid and enforceable against the Sellers, and, to the knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general applicability relating to or affecting creditor's rights. To the knowledge of the Sellers, no Seller has unilaterally released or waived any of its rights under any of the Assumed Real Property Leases to which it is a party. No Seller has received any written notice of (i) violations of building codes and/or zoning ordinances or other Legal Requirement affecting the Leased Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Leased Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, in each case, or similar matters which could reasonably be expected to materially and adversely affect the ability to operate the Leased Real Property as currently operated as of the Agreement Date.

(c) Environmental. Except to the extent set forth in Schedule 4.6(c), each Seller represents and warrants that to its knowledge, no Regulated Substance has been Released or otherwise exists in, on, under or onto the Purchased Owned Real Property or Leased Real Property. Sellers further represent and warrant that, to their knowledge, they have materially complied with all Environmental Laws. To their knowledge, Sellers have not received any written notice from any third party or Governmental Authority that any Regulated Substance has been Released on the Purchased Owned Real Property or Leased Real Property.

4.7 Regulatory Matters; Permits.

(a) All of the material Permits that are necessary for the operation of the Business as currently conducted and the ownership of the Purchased Assets are held by a Seller and are in full force and effect (collectively, the "Material Permits"). Schedule 4.7(a) sets forth a true, complete and correct list of all Material Permits held by Sellers as of the Agreement Date.

(b) Sellers are in material compliance with their respective obligations under each of the Material Permits, and no condition exists that without notice or lapse of time or both would constitute a default under, or a violation of, any Material Permit except for such failures to be in compliance or defaults that would not have, individually or in the aggregate, a Material Adverse Effect.

(c) Each Material Permit is valid and in full force and effect and there is no Action, notice of violation, order of forfeiture or complaint against Sellers relating to any of the Material Permits pending or to the knowledge of Sellers, threatened, before any Governmental Authority.

4.8 Litigation. Except as disclosed in documents filed prior to the date hereof in connection with the Bankruptcy Case, as of the date hereof:

(a) there is no Action with a claim amount exceeding \$25,000 pending or, to the knowledge of Sellers, threatened against a Seller (with respect to the Business) or any of the Purchased Assets or the Business that if resolved adversely to a Seller would result in or that would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect or Environmental Material Adverse Effect; and

(b) there is no Order against a Seller (with respect to the Business), the Business, the Purchased Assets or any of the Assumed Liabilities that would result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect or Environmental Material Adverse Effect.

4.9 Vehicles and Tires.

(a) Schedule 4.9(a) contains the following information as of the date hereof:

(i) a list of all Purchased Vehicles; and

(ii) for each Purchased Vehicle, (A) owner or lessee thereof, (B) whether such Purchased Vehicle is owned or leased, (C) the respective vehicle identification number or equivalent thereof and (D) the manufacturer and model year.

(b) To Sellers' knowledge, none of the Purchased Vehicles has been the subject of theft, loss, casualty, or destruction (except for such thefts, losses, casualties, and destruction that are within the range customarily experienced in the Ordinary Course of Business and would not result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect).

(c) Except as set forth in Schedule 4.9(a), to Sellers' knowledge, none of the Purchased Vehicles have been parked or sitting idle for more than 90 days or the tires on the Purchased Vehicles have otherwise been subject to "Abuse" such that the tires need to be replaced at Sellers' expense pursuant to the Sellers' tire lease agreement.

(d) The number of Purchased Vehicles is equal to 152, which includes zero Purchased Vehicles that are leased.

4.10 Intellectual Property.

(a) Schedule 4.10(a) sets forth a true, correct and complete list, in all material respects, of all U.S. and foreign (i) issued Patents and pending applications for Patents; (ii) registered Trademarks and pending applications for Trademarks; (iii) registered Copyrights and pending applications for Copyrights; and (iv) all Domain Names, in each case that is owned by any Seller and that is material to the Business. Sellers own, or have a valid right to use, all of the Intellectual Property set forth on Schedule 4.10(a), and all such Intellectual Property is subsisting and, to the knowledge of Sellers, valid and enforceable.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, (i) the conduct of the Business by Sellers as currently conducted does not infringe, misappropriate or otherwise violate any Person's Intellectual Property, and there has been no such claim or Action asserted or threatened in writing and that has not been resolved in the past four (4) years against any Seller, or to the knowledge of Sellers, any other Person, and (ii) to the knowledge of Sellers, no Person (including any current or former officer, director, employee or contractor of any Seller), is infringing, misappropriating or otherwise violating any Intellectual Property owned by any Seller, or to which any Seller has any exclusive license, in the conduct of the Business, and no such claims or Actions have been asserted or threatened in writing and that have not been resolved against any Person by any Seller, or, to the knowledge of Sellers, any other Person, in the past four (4) years.

(c) Sellers have taken commercially reasonable measures to protect the confidentiality of their respective Trade Secrets, except as would not reasonably be expected to have a Material Adverse Effect.

4.11 Material Contracts and Agreements. Schedule 4.11 sets forth a list of all Contracts related to the Business with a dollar amount owed that exceeded \$25,000 in the calendar year 2023 or, for new Contracts (*i.e.*, not renewals or extensions of existing Contracts) executed on January 1, 2024 or later, that are expected to exceed \$25,000 in the calendar year 2024. All of the Assumed Contracts are in full force and effect and are valid and enforceable against the applicable Seller, and, to the knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general applicability relating to or affecting creditor's rights. No Seller has unilaterally released or waived any of its rights under any of the Assumed Contracts to which it is a party.

4.12 Labor Relations. Schedule 4.12 identifies each collective bargaining agreement covering Seller Employees to which any Seller and the applicable union (the "Union") are parties (the "Collective Bargaining Agreements"). To the knowledge of the Sellers, no union is contemplating material changes to the terms of the applicable Collective Bargaining Agreement, and Sellers have made available to the Purchaser true and correct copies of all material correspondence that has occurred between such Seller and such union within that past two (2) years. Except as would not reasonably be expected to have a Material Adverse Effect, to the Sellers' knowledge, (a) each Seller is in compliance with all Legal Requirements applicable to the Seller Employees respecting employment and employment practices, employment standards, terms and conditions of employment, and wages and hours (including those relating to exempt/non-exempt classification of employees); (b) no Seller has received written notice of any unfair labor practice complaint pending before any Governmental Authority with respect to any of the Seller Employees; (c) no Seller has received notice that any pending representation petition respecting the Seller Employees has been filed with any Governmental Authority; (d) the applicable Seller is in compliance with its obligations under the Collective Bargaining Agreements; (e) no arbitration proceeding arising out of or under the Collective Bargaining Agreement is pending against any Seller; and (f) there is no labor strike, slowdown, work stoppage, or lockout actually pending or, to Sellers' knowledge, threatened against any Seller in respect of the Purchased Assets or the Business. There are no Contracts with any Seller Employee for employment or for severance, termination, retention, change of control or similar payments other

than employment Contracts for indefinite duration that are terminable without cause (and without any obligations arising from such termination without cause).

4.13 Employee Benefits.

(a) Schedule 4.13(a) lists each Seller Plan (or any benefit plans, programs or arrangements of an ERISA Affiliate that would be a Seller Plan if such ERISA Affiliate were a Seller) (i) that is, or has been within the past six (6) years, a Title IV Plan or subject to Section 412 of the Code; (ii) that is maintained by more than one employer within the meaning of Section 413(c) of the Code; (iii) that is subject to Sections 4063 or 4064 of ERISA. No Seller Plan is (A) a “multiple employer welfare arrangement” as defined in Section 3(40) of ERISA; or (B) an “employee pension benefit plan” (within the meaning of Section 3(2) of ERISA) that is not intended to be qualified under Section 401(a) of the Code.

(b) (i) No Seller has terminated any Title IV Plan within the last six (6) years or incurred any outstanding liability under Section 4062 of ERISA to the PBGC, or to a trustee appointed under Section 4042 of ERISA; (ii) all premiums due the PBGC with respect to the Title IV Plans set forth in Schedule 4.13(a) have been timely and completely paid; (iii) no Seller has filed a notice of intent to terminate any Title IV Plan set forth in Schedule 4.13(a) and has not adopted any amendment to treat such Title IV Plan as terminated; and (iv) the PBGC has not instituted, or to Sellers’ knowledge, threatened to institute, proceedings to treat any Title IV Plan set forth in Schedule 4.13(a) as terminated.

(c) No Seller nor any ERISA Affiliate has, within the past six (6) years, withdrawn from a Multiemployer Plan in a “complete withdrawal” or a “partial withdrawal” as defined in Sections 4203 and 4205 of ERISA, respectively, so as to result in an unsatisfied liability, contingent or otherwise (including the obligations pursuant to an agreement entered into in accordance with Section 4204 of ERISA), of a Seller or such ERISA Affiliate.

(d) Schedule 4.13(d) sets forth each material Seller Plan. No Seller is subject or party to any Multiemployer Plan, and there are no unfunded or existing claims related to any Multiemployer Plan. For each Seller Plan under which any Seller Employee (or their beneficiaries) receives any benefit or under which any Seller has any obligation to contribute to or provide any benefit to Seller Employee (or their beneficiaries), Sellers have made available to the Purchaser a copy of such plan (or a description thereof if such plan is not written). Each Seller Plan has been maintained in all material respects with the applicable provisions of the Code and ERISA, except where such failure would not have a Material Adverse Effect. Each Seller Plan that is intended to comply with Section 401(a) of the Code has received a favorable determination letter or opinion letter issued by the IRS.

(e) The representations and warranties set forth in this Section 4.13 are Sellers’ sole and exclusive representations and warranties regarding employee benefit matters.

4.14 NO OTHER REPRESENTATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4 (AS MODIFIED BY THE SCHEDULES), NO SELLER MAKES ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING

THE PURCHASED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR THE BUSINESS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLERS NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF ANY SELLER.

SECTION 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser hereby represents and warrants to Sellers as follows:

5.1 Organization and Authority of the Purchaser.

(a) Purchaser is a limited liability company validly existing and in good standing under the laws of the State of California. The Purchaser has full power and authority to execute, deliver and perform its obligations under this Agreement and all of the Ancillary Documents to which it is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by the Purchaser have been duly authorized and approved by all required action on the part of the Purchaser and do not require any further authorization or consent of the Purchaser or its shareholders or members. This Agreement has been duly authorized, executed and delivered by the Purchaser and is the legal, valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms, and each Ancillary Document to which the Purchaser is a party has been duly authorized by the Purchaser and upon execution and delivery by the Purchaser will be a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as (i) enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses.

(b) Neither the execution and delivery of this Agreement or any of such Ancillary Documents nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (A) the Purchaser's organizational documents, (B) any Order to which the Purchaser is a party or by which it is bound or (C) any Legal Requirement affecting the Purchaser; or

(ii) require the approval, consent, authorization or act of, or the making by the Purchaser of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court.

5.2 Litigation. There are no pending or, to the knowledge of the Purchaser, threatened Actions by any Person or Governmental Authority against or relating to the Purchaser (or any Affiliate of the Purchaser) or by the Purchaser or their respective assets or properties are or may be bound that, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement and the Ancillary Documents to which it is a party, for the Purchaser to assume and perform the Assumed Liabilities or for the Purchaser to consummate on a timely basis the transactions contemplated hereby or thereby.

5.3 No Brokers. Except as set forth on Schedule 5.3, neither the Purchaser nor any Person acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement for which a Seller is or will become liable, and the Purchaser shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions; provided, however, the any fee or commission to any broker retained by the Sellers is an Excluded Liability and remains the obligation of the Sellers.

5.4 Adequate Assurances Regarding Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases; Good Faith. As of the Closing, the Purchaser will be capable of satisfying the conditions contained in section 365(b)(1)(C) of the Bankruptcy Code with respect to the Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases. To the Purchaser's knowledge, there exist no facts or circumstances that would cause, or be reasonably expected to cause, the Purchaser and/or its Affiliates not to qualify as a "good faith" purchaser under section 363(m) of the Bankruptcy Code.

5.5 Financing. The Purchaser will have at the Closing Date, all funds necessary to consummate the transactions contemplated by this Agreement, including to promptly pay or discharge, when due, the Cash Amount and all of the Assumed Liabilities and Cure Costs.

5.6 Ownership of Sellers. The Purchaser does not hold, directly or indirectly, any beneficial or other ownership interest in any Seller or their respective securities.

5.7 No Inducement or Reliance; Independent Assessment. The Purchaser acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person is making, and the Purchaser is not relying on, any representations or warranties whatsoever, statutory, expressed or implied, written or oral, at law or in equity, beyond those expressly made by Sellers in SECTION 4 hereof (as modified by the Schedules). The Purchaser acknowledges that, except as expressly set forth in SECTION 4 (as modified by the Schedules), none of the Sellers or any of their respective Affiliates nor any other Person has, directly or indirectly, made any representation or warranty, statutory, expressed or implied, written or oral, at law or in equity, as to the accuracy or completeness of any information that any Seller furnished or made available to the Purchaser and its Representatives in respect of the Business, and Sellers' operations, assets, stock, Liabilities, condition (financial or otherwise) or prospects. The Purchaser acknowledges that

none of the Sellers or any of their respective Affiliates nor any other Person, directly or indirectly, has made, and the Purchaser has not relied on, any representation or warranty, whether written or oral, regarding the pro-forma financial information, financial projections or other forward-looking statements of Seller, and the Purchaser will make no claim with respect thereto. The Purchaser acknowledges that, except as otherwise provided in this Agreement or the Ancillary Documents, the Purchased Assets are being transferred on an "AS IS, WHERE IS" basis. None of Sellers or any other Person (including any officer, director, member or partner of Sellers or any of their Affiliates) shall have or be subject to any liability to the Purchaser, or any other Person, resulting from the Purchaser's use of any information, documents or material made available to the Purchaser in any "data rooms," management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby or by the other Ancillary Documents, except as otherwise provided in this Agreement or the Ancillary Documents.

SECTION 6

ACTION PRIOR TO THE CLOSING DATE

6.1 Access to Information.

(a) Sellers agree that, between the Agreement Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms, Sellers shall permit Purchaser's Representatives reasonable access during regular business hours and upon reasonable notice, to the offices, properties, agreements and other documentation and financial records of Sellers solely and exclusively relating to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets to the extent of Purchaser's reasonable requests. Sellers shall use commercially reasonable efforts to cause their respective Representatives to reasonably cooperate with Purchaser's Representatives in connection with such investigations and examinations, and Purchaser shall use its commercially reasonable efforts to cause its Representatives to reasonably cooperate with the Sellers and their Representatives, and shall use their commercially reasonable efforts to minimize any disruption to the Business. All confidential documents and information concerning the Business furnished to a Purchaser or its Representatives in connection with the transactions contemplated by this Agreement and the other Ancillary Documents are subject to the terms and conditions of the Confidentiality Agreement. With respect to the Purchased Owned Real Property and the Assumed Leased Real Property, Purchaser may, at its sole cost and expense, obtain a current title commitment from a title company, a property survey, and a Phase I environmental report, for the Assumed Leased Real Property such right shall be subject to any restrictions under the applicable lease. During the due diligence period, Sellers will allow Purchaser or its respective designees to inspect the Purchased Owned Real Property and to conduct all necessary testing and analysis, including, without limitation, any environmental, geotechnical and soil investigations and assessments. Also during the due diligence period, Sellers will allow (and use their reasonable best efforts to cause the applicable landlord to allow) Purchaser or its respective designees to access the Assumed Leased Real Property for the purpose of conducting a site visit in conjunction with a Phase I environmental report, provided however, no Phase II environmental inspection or other invasive inspection, boring, drilling, geotechnical inspection, or sampling of groundwater, soil or materials, including without limitation construction materials, either as part of the Phase I inspection or any other inspection, shall be performed and no samples or other materials shall be submitted to any testing laboratory

or similar facility. Such right of investigation shall include the right to review all Property files in Seller's possession or reasonable control to the extent such files are non-proprietary and non-confidential. In addition to the foregoing, Sellers will permit Purchaser to conduct Vehicle inspections, and confirm all current employees' salaries, provide copies of all client service contracts and provide copies of all billable rates tariff currently in use. Sellers shall also promptly provide Purchasers with a schedule of the names, title, contact information (including, to the extent such information is readily available to Sellers, email address and cell phone number), months of service, salary, benefits, and Employee PTO applicable to each of Sellers' Employees.

(b) Notwithstanding the foregoing but subject in all respects to the Bidding Procedures Order, this Section 6.1 shall not require any Seller to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Sellers, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which any Seller is a party or cause any privilege (including attorney-client privilege) or work product protection that any Seller would be entitled to assert to be waived, (ii) any information that is competitively sensitive, or (iii) if the Sellers, on the one hand, and the Purchaser or any of its Affiliates, on the other hand, are adverse parties in any Action, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so would not (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege or work product protection to be undermined with respect to such information and in the case of clause (ii), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so could reasonably (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of the Purchaser could be provided access to such information.

6.2 Conduct of Business Prior to the Closing Date. From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms of Section 9 hereof, Sellers shall (a) maintain the Purchased Assets and operate and carry on the Business in the Ordinary Course of Business, and (b) not move to a different location any Purchased Equipment from the Purchased Owned Real Property or Assumed Leased Real Property, except as otherwise expressly required by this Agreement or the Bankruptcy Case or with the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Consistent with the foregoing and to the extent permitted or required in the Bankruptcy Case, Sellers shall use commercially reasonable efforts to (a) continue operating the Business as a going concern, and (b) maintain the Purchased Assets and the assets and properties of, or used by, Sellers relating to the Business consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court. In a manner that is reasonable and consistent with a debtor in possession, Sellers shall use commercially reasonable efforts to maintain the Purchased Vehicles in good operating condition, reasonable wear and tear excepted. Notwithstanding anything to the contrary in this Section 6.2, the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of this Section 6.2. Absent Purchaser's prior written consent, Sellers shall not increase or modify the wages, salaries or benefits of any of

Seller Employees nor shall they enter into any new or modified employment agreements with Seller Employees, notwithstanding the foregoing, Purchaser's consent shall not be required for Sellers' hiring and firing of employees in the normal course of business.

6.3 Notification of Breach; Disclosure. Each Party shall promptly notify the other of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement). During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this Section 6.3 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

6.4 Insurance. Until the Closing, Sellers shall not, without the Purchaser's prior written consent, deliver written notice of cancellation to the issuer thereof with respect to any of Sellers' existing insurance policies.

6.5 Bankruptcy Court Approval; Procedures.

(a) Sellers and the Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to Bankruptcy Court approval. Sellers and the Purchaser acknowledge that (i) to obtain such approval, Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court and conducting an auction in respect of the Purchased Assets, and (ii) the Purchaser must provide adequate assurance of future performance under the Assumed Contracts, the Assumed Equipment Leases and the Assumed Real Property Leases.

(b) The Purchaser understands and agrees that Sellers are debtors in possession in bankruptcy and will conduct a sale process and auction and that Sellers shall use this Agreement as the base bid for the Purchased Assets (*i.e.*, as a "stalking horse bid"). The Purchaser shall be entitled but not obligated to participate in any auction beyond its base bid pursuant to this Agreement and the Bidding Procedures Order and shall be deemed "Qualified Bidders" under the Bidding Procedures. If an auction is conducted pursuant to the Bidding Procedures Order and Purchaser is not the Successful Bidder, Purchaser shall, in accordance with and subject to the Bidding Procedures Order, be required to serve as the Next-Highest Bidder if Purchaser is the next highest or otherwise best bidder for the Purchased Assets at auction.

(c) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Sale Order, Sellers shall promptly notify the Purchaser of such appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice of appeal or order of stay. Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from such orders.

(d) Sellers shall give notice of the transactions contemplated by this Agreement to the Persons specified in Section 6.5(a) in such manner as the Bankruptcy Court shall require, and to such additional Persons as the Purchaser reasonably requests in writing in advance of the Sale Order being entered.

(e) On the Closing Date, all Waived Avoidance Actions will be deemed to be waived by the Sellers and the Purchaser covenant and agree that they shall take no action to pursue and enforce any Waived Avoidance Action.

6.6 Bankruptcy Filings.

(a) The Parties shall consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of, the Sale Order, including, sharing in advance of filing any drafts thereof. The Sellers shall promptly provide the Purchaser and its outside legal counsel with copies of all notices, filings and orders of the Bankruptcy Court that the Sellers have in their possession (or receives) pertaining to the Sale Order, or any other order related to any of the transactions contemplated by this Agreement. The Sellers shall not seek any modification to the Sale Order by the Bankruptcy Court or any other Governmental Authority of competent jurisdiction to which a decision relating to the Bankruptcy Cases has been appealed, in each case, without the prior written consent of the Purchaser (not to be unreasonably withheld, conditioned or delayed).

(b) Sellers shall timely file such motions or pleadings as may be appropriate or necessary to: (i) assume and assign the Assumed Contracts and (ii) subject to the consent of the Purchaser, determine the amount of the Cure Costs; provided that nothing herein shall preclude Sellers from filing such motions to reject any Contracts or Leases that are not listed on Schedule 2.5 or that have been designated for rejection by the Purchaser.

(c) Sellers shall take all actions as may be reasonably necessary to cause the Sale Order to be issued and entered by the Bankruptcy Court and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court, which Sale Order shall provide for the transfer of the Purchased Assets and the Assumed Liabilities to Purchaser free from all successor or transferee Liability to the fullest extent permitted by section 363 of the Bankruptcy Code. The Sellers shall comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules for the Bankruptcy Court in obtaining the entry of the Sale Order. The Purchaser agrees that it will promptly take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance by Purchaser, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that the Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. If the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement are appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order

and the Sale Order, or such other Order), subject to rights otherwise arising from this Agreement, Sellers shall take all actions as may be reasonably necessary to prosecute and defend such appeal, petition or motion and obtain an expedited resolution thereof. In the event of any appeal, and in the absence of any stay pending such appeal, Purchaser shall have the right but not the obligation to close the transaction.

(d) Sellers shall use commercially reasonable efforts to (i) hold the Auction, unless an Auction is not required to be held pursuant to the terms of the Bidding Procedures, on or before the date that is 60 days following the Petition Date, and (ii) have the Sale Order entered on or before the date that is 65 days following the Petition Date, but in no event shall the date on which the Sale Order is entered be later than August 15, 2024 without the express written consent of the Purchaser.

6.7 Vacation of Purchased Owned Real Property and Assumed Leased Real Property.

(a) Purchaser shall have no pre-Closing Liability or responsibility with respect to any environmental or other defect with the Purchased Owned Real Property or Assumed Leased Real Property discovered by Purchaser prior to Closing; provided, however, that Purchaser shall not be relieved of Liability or responsibility to the extent that Purchasers exacerbate any environmental condition or other defect.

(b) On the day prior to the Closing Date, Sellers Employees who are not Hired Employees shall have vacated the Purchased Owned Real Property and the Assumed Leased Real Property and Sellers shall have removed, at their expense, all Excluded Assets (other than the Purchased Assets which shall remain as is, where is). To the extent that sixty (60) days after the Closing Date, any Excluded Assets remain on the Purchased Owned Real Property or the Assumed Leased Real Property, such Excluded Assets shall be deemed abandoned by Sellers and may be disposed of by Purchaser, at its expense, in any manner it determines is appropriate.

6.8 Vehicle Titles. Sellers shall use commercially reasonable efforts to deliver, or caused to be delivered, at the Closing, all certificates of title and title transfer documents to all titled Purchased Vehicles. In the event that Sellers are unable to deliver all such certificates and documents at Closing, Sellers shall use commercially reasonable efforts to deliver, or caused to be delivered, within thirty (30) days following the Closing, the remaining certificates of title and title transfer documents to all titled Purchased Vehicles.

SECTION 7
ADDITIONAL AGREEMENTS

7.1 Taxes.

(a) All real property taxes, personal property taxes and other ad valorem taxes levied with respect to the Purchased Assets (other than Transfer Taxes) for a Straddle Period shall be apportioned based on the number of days of the Straddle Period ending on the day prior to the Closing Date and the number of days of the Straddle Period beginning on the Closing Date. The applicable Seller shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period ending on the day prior to the Closing Date, and the Purchaser shall be liable for the amount of such taxes that is attributable to the remaining portion of the Straddle Period.

Such Taxes shall be estimated and paid, through an adjustment in the Purchase Price at Closing. To the extent that the estimate at the Taxes at Closing is not accurate, each Seller and the Purchaser shall cooperate to promptly pay or reimburse the other for any such taxes based on their respective liability for such taxes as determined pursuant to this Section 7.1(a). Any refunds of such taxes with respect to a Straddle Period shall be apportioned between the applicable Seller and the Purchaser in a similar manner.

(b) It is the intention of the Parties that the transactions contemplated by this Agreement be exempt from any sales Tax, use Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax incurred in connection with this Agreement or attributable to the sale or transfer of the Purchased Assets (“Transfer Taxes”) pursuant to section 1146(a) of the Bankruptcy Code and any similar exemption provided by a state or local Legal Requirement. To the extent any Transfer Tax is not exempt in accordance with section 1146(a) of the Bankruptcy Code or any available exemption under an applicable state or local Legal Requirement, such Transfer Taxes shall be borne 50% by the Purchaser on one hand, and 50% by the Sellers on the other hand. The Party responsible under applicable Legal Requirements for filing Tax Returns and other documentation with respect to any Transfer Taxes shall properly file such Tax Returns and other documentation on a timely basis (and the other Party shall reasonably cooperate with respect thereto as necessary) and timely pay all such Transfer Taxes to the appropriate Governmental Authority. The other Party shall promptly reimburse the filing Party for fifty percent (50%) of the reasonable filing costs with respect to such Transfer Taxes upon receipt of proof of payment from the filing Party. Each Party agrees to use its, and to cause its Affiliates to use, commercially reasonable efforts to mitigate, reduce, or eliminate any Transfer Taxes.

(c) The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Pre-Closing Tax Period or Straddle Period. The Purchaser and Sellers shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business for any Pre-Closing Tax Period or Straddle Period.

7.2 Employees and Employee Benefit Plans.

(a) From and after the Closing, the Purchaser will recognize any applicable union as the exclusive bargaining representative of any bargaining unit comprising Hired Employees covered by an applicable Collective Bargaining Agreement, as set forth on Schedule 7.2(a). Promptly after the conclusion (or cancellation) of the Auction and Purchaser has been declared the successful bidder, Purchaser agrees, in coordination with Seller, to communicate to the applicable union representatives that upon the Closing, Purchaser will (i) recognize the applicable union and (ii) will agree to accept the terms of the current Collective Bargaining

Agreement, subject only to necessary changes to needed to provide substantially equivalent benefits and policies to Purchaser's benefit plans and policies.

(b) Not later than the later of (i) ten (10) Business Days prior to the Closing or (ii) three (3) Business Days after the conclusion (or cancellation) of the Auction and Purchaser has been declared the successful bidder, the Purchaser will make Qualifying Offers to not less than 80% of Seller Employees at each Seller location who (A) are currently active and in good standing and work for the Business at either the Purchased Owned Real Property or an Assumed Real Leased Property being acquired by the Purchaser and (B) otherwise meet the Purchaser's standard hiring criteria, including, without limitation, customary hiring, screening background checks and onboarding processes and requirements (an "Eligible Employee"). In the event Purchaser is declared the successful bidder, Sellers shall permit Purchaser to have access to Sellers' personnel files in order to assist each Purchaser in determining those employees to whom an offer of employment will be made. For this purpose, a "Qualifying Offer" means an offer of employment, with such employment to commence at the Closing, to an Eligible Employee (x) who is part of a bargaining unit covered by a Collective Bargaining Agreement referenced in Section 7.2(a) above, on terms that provided substantially equivalent wages, benefits and employment policies with such Collective Bargaining Agreement, including the Purchaser's agreement to recognize for such covered employee the same seniority and years of service, subject to the final agreement between the Purchaser and the union and the terms provided for therein, and (y) for all other Seller Eligible Employees on an "at-will" basis on terms and conditions comparable to the terms and conditions applicable to the then current comparable employees of such Purchaser; and (z) be for the same position or a position with equivalent status as that which the applicable Seller Eligible Employee holds with Sellers immediately prior to the Closing. Anything herein to the contrary notwithstanding, the Purchaser shall make Qualifying Offers to a sufficient number of Seller Employees at each Seller location to avoid triggering any Liability or notification obligations on any Seller or the Purchaser under the WARN Act or any similar state or local law.

(c) All Qualifying Offers made by the Purchaser pursuant to Section 7.2(b) will be made in accordance with all applicable Legal Requirements, will be conditioned only on the occurrence of the Closing, and will remain open for a period expiring no earlier than the Closing Date. Such offers may provide, to the extent permitted by applicable Legal Requirements, that the continuing provision of service by Seller Employee following the Closing Date will be deemed acceptance of the offer. Following acceptance of such offers, the Purchaser will provide written notice thereof to Sellers.

(d) The following will be applicable with respect to the Hired Employees:

(i) With respect to welfare benefit plans that provide medical, dental or vision care coverage, Hired Employees shall receive, for purposes of eligibility to participate in such welfare benefit plans, credit for all service with Sellers and Purchaser shall waive any pre-existing condition exclusions and waiting periods to allow Hired Employees to commence participation in such Purchaser's welfare benefit plans upon Closing.

In addition, with respect to the calendar year in which the Closing Date occurs, all health care expenses incurred by any such employees or any eligible dependent thereof, including any alternate recipient pursuant to qualified medical child support orders, in the portion

of the calendar year preceding the Closing Date that were qualified to be taken into account for purposes of satisfying any deductible or out-of-pocket limit under Seller health care plans will be taken into account for purposes of satisfying any deductible or out-of-pocket limit under the health care plan of the Purchaser for such calendar year.

(ii) With respect to service and seniority, the Purchaser will, for each Hired Employee recognize the service and seniority recognized by Sellers for all purposes, including the determination of eligibility, the extent of service or seniority related benefits such as vacation and sick pay benefits, notice of termination, termination, and severance pay and levels of benefits, except to the extent such credit would result in the duplication of benefits for the same period of service.

(iii) With respect to the defined contribution plans sponsored by Sellers (the "Savings Plan"), Sellers will vest Hired Employees in their Savings Plan account balances as of the Closing Date. The Purchaser will take all actions reasonably necessary to cause the Purchaser defined contribution plan in which Hired Employees are eligible to participate (1) to recognize the service that the Hired Employees had in the Savings Plan for purposes of determining such Hired Employees' eligibility to participate, vesting, attainment of retirement dates, contribution levels, and, if applicable, eligibility for optional forms of benefit payments for their period of service with Sellers prior to the Closing Date; provided that such credit does not result in duplication of benefits, and (2) to accept direct rollovers of Hired Employees' account balances in the Savings Plan, including transfers of loan balances and related promissory notes, provided that such loans would not be treated as taxable distributions at any time prior to such transfer, and further provided that it does not require an amendment of Purchaser's existing plan.

(A) With respect to Sellers' flexible spending plan, between the date of this Agreement and the date of the Auction, Sellers and Purchaser agree to negotiate in good faith a mutually acceptable resolution of the flexible spending plan for the Hired Employees. The Purchaser will honor all vacation days (or payments in lieu thereof) accrued by the Hired Employees and unused as of the Closing, to the extent it constitutes Employee PTO and has not been paid out to the Hired Employees by Sellers.

(B) For any Hired Employee whose employment is governed by a Collective Bargaining Agreement, their benefits shall be substantially equivalent to the benefits applicable to such Hired Employee called for under the collective bargaining agreement proposed by Purchaser pursuant to Section 7.2(a).

(iv) Sellers will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any "employment loss" within the meaning of the WARN Act or any "mass layoff" under applicable Legal Requirements that occurs prior to the Closing. The Purchaser will be responsible, with respect to Hired Employees, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any "employment loss" within the meaning of the WARN Act or any "mass layoff" that occurs on or following the Closing. Any workforce reductions of Hired Employees carried out within the ninety (90) day period following the Closing Date by the Purchaser shall be done in accordance with all applicable Legal

Requirements governing the employment relationship and termination thereof, including WARN. Purchaser agrees that during the ninety (90) day period following the Closing Date, it will not effectuate an “employment loss” (as that term is defined in the WARN Act and under applicable Legal Requirements) of Hired Employees such that in the aggregate, retroactively triggers obligations under the WARN Act or other applicable Legal Requirements to Sellers.

(v) Sellers shall remain solely responsible for any compensation or other amounts payable to any of Sellers’ current or former employees, officers, directors, managers, independent contractors or consultants including, without limitation, hourly pay, commission, bonus, salary, fringe, pension or profit sharing benefits or severance pay for any period relating to the services with Sellers prior to the Closing, including pursuant to any key employee retention plan or key employee incentive plan, which sums with respect to each Hired Employee shall be reserved for or fully funded into Sellers’ payroll account prior to or at Closing, except for payments relating to Employee PTO assumed by the Purchaser. Purchaser will be responsible for the payment of salary or wages earned by the Hired Employees after the Closing, and for all payments under Purchaser’s compensation and benefit plans or programs arising from or relating to their employment by Purchaser from and after the Closing.

(vi) Sellers shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, accident or disability benefits brought by or in respect of Hired Employees or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. Sellers also shall remain solely responsible for all worker’s compensation claims of any current or former employees, officers, directors, managers, independent contractors or consultants of the Business which relate to events occurring on or prior to the Closing Date. Seller shall pay, or cause to be paid, all such amounts to all Hired Employees as and when due.

(vii) Eligible Employees who have received a Qualifying Offer from the Purchaser and would otherwise qualify to be Hired Employees but who on the Closing Date are not actively at work due to a leave of absence covered by the Family and Medical Leave Act or other applicable Legal Requirements or are not actively at work due to military leave or other authorized leave of absence, including short term disability, will be treated as Hired Employees on the date that they are able to return to work (provided that such return to work occurs within the authorized period of their leaves following the Closing Date or otherwise within the period prescribed by applicable Legal Requirements for such leaves) and perform the essential functions of their jobs, subject to the Purchaser providing any accommodation required by applicable Legal Requirement, and the Sellers shall be responsible for all compensation, benefits and any other costs or responsibilities associated with respect to such individuals relating to the time between the Closing Date and when they become Hired Employees of the Purchaser (and the Purchaser shall be responsible thereafter).

(e) The provisions of this Section 7.2 are not, and will not be construed as being, for the benefit of any Person other than the Parties hereto and are not enforceable by any Persons other than such Parties.

7.3 Collection of Receivables.

(a) For a period of not less than 90 (ninety) days following the Closing Date, Purchaser shall transfer money in the collection of any accounts receivable included in the Excluded Assets.

(b) In addition to Section 2.6(c)(ii), for a period of not less than 90 (ninety) days following the Closing Date, Sellers shall use reasonable best efforts to transfer money that is a Purchased Asset or the collection of post-Closing accounts receivables that belong to Purchaser from Sellers' and their Affiliates' bank account(s) to such Purchaser's bank account(s).

(c) To the extent permitted by the applicable bank, after the Closing Date, Sellers shall use commercially reasonable efforts to transfer to Purchaser ownership and control of such bank accounts used by Sellers solely for the collection of accounts receivables and payments from customers of the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets.

7.4 Asset Transfer. Nothing contained herein is intended to create or demonstrate a relationship of principal and agent, partners, joint venturers, or any other relationship, fiduciary or otherwise between the Purchaser, and the Sellers agree and acknowledge that the Purchaser is not entering into this Agreement in any such capacity of the Purchaser. Notwithstanding anything in this Agreement to the contrary, at its option the Purchaser may direct that specifically identified items of its Purchased Assets be conveyed not to the Purchaser but to an Affiliate or designee (an "Asset Assignee").

7.5 Mutual Release.

(a) Effective as of the Closing, the Purchaser, on behalf of itself and its successors, assigns, Representatives, administrators and agents, and any other person or entity claiming by, through, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge each Seller and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Business on or prior to the Closing; provided, however, that nothing contained herein shall release any rights or Claims which constitute Purchased Assets or rights or Claims under or acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the transactions contemplated by this Agreement.

(b) Effective as of the Closing, each Seller, on behalf of itself and its successors, assigns, Representatives, administrators and agents, and any other person or entity claiming by, through, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge Purchaser and each of the Purchaser's past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Business on or prior to the Closing, provided, however, that nothing contained herein shall

release any rights under or acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the transactions contemplated by this Agreement.

7.6 Adequate Assurances Regarding Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases. With respect to each Assumed Contract, Assumed Equipment Lease and each Assumed Real Property Lease, the Purchaser will use commercially reasonable efforts to provide adequate assurance as required under the Bankruptcy Code for the future performance by the Purchaser of each such Assumed Contract, Assumed Equipment Lease and Assumed Real Property Lease included in its Purchased Assets. The Purchaser and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts, Assumed Equipment Leases and the Assumed Real Property Leases, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court and making the Purchaser's and Sellers' employees and representatives available to testify before the Bankruptcy Court.

7.7 Reasonable Access to Records and Certain Personnel. In order to facilitate Sellers' efforts to (i) administer and close the Bankruptcy Case, and (ii) prepare tax returns (together, the "Post-Close Filings"), for a period of one (1) year following the Closing, the Purchaser shall permit Sellers and Sellers' counsel and accountants (collectively, "Permitted Access Parties") during regular business hours, with reasonable notice, reasonable access to the financial and other books and records that comprised part of the Purchased Assets that are required to complete the Post-Close Filings, which access shall include (A) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (B) the Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish the Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the costs and expenses of such copies and any such other costs the Purchaser incurs in connection with providing the Permitted Access Parties access to such records; provided, however, that the foregoing rights of access shall not be exercisable in such a manner as to interfere with the normal operations of the Purchaser's business. Notwithstanding anything contained in this Section 7.7 to the contrary, in no event shall Sellers have access to any information that, based on advice of the Purchaser's counsel, could (1) reasonably be expected to create liability under applicable Legal Requirement, or waive any legal privilege, (2) result in the discharge of any Trade Secrets of the Purchaser, its Affiliates or any third parties or (3) violate any obligation of the Purchaser with respect to confidentiality.

SECTION 8

CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Each Party. The respective obligations of each Party to effect the sale and purchase of the Purchased Assets shall be subject to the fulfillment (or, if permitted by applicable Legal Requirement, waiver) on or prior to the Closing Date, of the following conditions:

(a) the Bidding Procedures Order and the Sale Order shall have been entered and become Final Orders; and

(b) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

8.2 Conditions to Obligations of the Purchaser.

(a) The obligation of the Purchaser to purchase the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Sellers contained herein shall be true and correct as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), interpreted without giving effect to any Material Adverse Effect or materiality qualifications therein, except where all failures of such representations and warranties to be true and correct, in the aggregate, do not have a Material Adverse Effect, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(ii) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof; and

(iii) Sellers shall be prepared to deliver, or cause to be delivered, to the Purchaser all of the items set forth in Section 3.7.

(b) Any condition specified in Section 8.2(a) may be waived by the Purchaser; provided that no such waiver shall be effective against the Purchaser unless it is set forth in a writing executed by the Purchaser.

8.3 Conditions to Obligations of Sellers.

(a) The obligation of Sellers to sell the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of the Purchaser contained herein shall be true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date) and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;

(ii) the covenants and obligations that the Purchaser is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof; and

(iii) each of the deliveries required to be made to Sellers pursuant to Section 3.6 shall have been so delivered.

(b) Any condition specified in Section 8.3(a) may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

SECTION 9 **TERMINATION**

9.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other Parties hereto, at any time prior to the Closing Date:

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

(b) by either the Purchaser or Sellers if any Order that prohibits the consummation of the transaction shall have become final and not appealable;

(c) by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to the first Business Day which is 120 days after the Petition Date (the "Termination Date");

(d) by written notice from Sellers to the Purchaser, if the Purchaser breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.3(a)(i) or Section 8.3(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) Business Days following delivery of notice to the Purchaser of such breach or failure to perform; provided, however, that Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(d) if Sellers are then in breach of the terms of this Agreement such that the conditions set forth in Section 8.2(a)(i) or 8.2(a)(ii) would not be satisfied;

(e) by written notice from the Purchaser to Sellers, if any Seller breaches or fails to perform in any respect any of Sellers' representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.2(a)(i) or Section 8.2(a)(ii) cannot be or has not been cured within fourteen (14) Business Days following delivery of notice to Sellers of such breach or failure to perform; provided, however, that the Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(e) if the Purchaser is then in breach of the terms of this Agreement such that the conditions set forth in Section 8.3(a)(i) or 8.3(a)(ii) would not be satisfied;

(f) by the Purchaser, if (i) the Sellers withdraw the Sale Motion, (ii) the Sellers move to voluntarily dismiss the Bankruptcy Cases or the Bankruptcy Court otherwise

orders, (iii) the Sellers move for conversion of the Bankruptcy Cases to chapter 7 of the Bankruptcy Code or the Bankruptcy Court otherwise orders, (iv) the Sellers or any party other than the Purchaser move for appointment of an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code or a trustee in the Bankruptcy Cases or the Bankruptcy Court otherwise orders, (v) the Purchaser is not selected as the successful bidder or Next-Highest Bidder at the conclusion of the Auction or (vi) there is in effect a Final Order of a Governmental Authority of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the sale contemplated by this Agreement; or

(g) by either the Purchaser or Sellers if the Bankruptcy Court approves an Alternative Transaction.

For purposes of this Section 9.1, “Alternative Transaction” means the following transactions with or by any Person or group (other than the Purchaser): a sale, lease or other disposition directly or indirectly by merger, consolidation, tender offer, share exchange or otherwise of the Purchased Assets or any portion thereof.

9.2 Effect of Termination. In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in Sections 9.4 and 9.5 and except that each Party shall be liable for Fraud or any willful breach of this Agreement by such Party. Notwithstanding the foregoing, the provisions of Section 6.1(a), Section 9.2, Section 9.5, Section 10 and Section 11 shall expressly survive the expiration or termination of this Agreement (and, to the extent applicable to the interpretation or enforcement of such provisions, Section 1).

9.3 Purchaser’s Right to Exclude Certain Contracts and Leases. In addition to whatever Termination rights Purchaser has under the provisions of Section 9.1, Purchaser shall have the right, at its sole option, to remove (a) any Real Property Lease from the schedule of Assumed Real Property Leases, and make it an Excluded Lease, and (b) any Contract from the schedule of Assumed Contracts (other than the Bridgestone Contract with respect to the tires on the Purchased Vehicles), and make it an Excluded Contract. In the event that (a) above occurs, the Equipment, Vehicles and other Purchased Assets located on such Owned Real Property or Leased Real Property (i) shall remain Purchased Assets and (ii) Purchaser shall have thirty (30) days after the Closing, without being charged any rent or storage charges, to remove, at its expense, any Purchased Assets located on such Leased Real Property, after which such Purchased Assets shall be deemed abandoned by Purchaser and may be disposed of by Sellers, at their expense, in any manner they determine is appropriate.

9.4 Good Faith Deposit. As set forth in Section 3.3, in the event that this Agreement is terminated under Section 9.1(d), Sellers shall retain the Good Faith Deposit and the Purchaser shall have no further rights thereto. In the event that this Agreement is terminated under Section 9.1(a), (b), (c), (e), (f), or (g) and provided that the Purchaser is not in material breach of any provision of this Agreement prior to such termination and provided further that in the case of Sections 9.1(e), (f), or (g) the Purchaser is ready, willing and able to close the transactions contemplated hereby, the Escrow Holder shall disburse to the Purchaser any amounts held in the escrow (plus any interest or income thereon) pursuant to the Bidding Procedures. If the Agreement is terminated and the Good Faith Deposit would otherwise have been returned to the Purchaser under the immediately

preceding sentence but for the second proviso therein, and provided that Sellers are not in material breach of any provision of this Agreement prior to such termination, then, such Good Faith Deposit shall instead be paid over to Sellers without further action or deed and the Purchaser shall have no further rights thereto.

9.5 Purchaser Protections. In consideration of the Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets to be included in the Purchased Assets, and to compensate the Purchaser as a stalking-horse bidder in connection with the Auction, (i) should this Agreement be terminated pursuant to Section 9.1(g) then in such event the Sellers shall pay to the Purchaser within one (1) Business Day of the consummation of such Alternative Transaction an amount equal to \$445,080 (the “Break-Up Fee”) and (ii) should this Agreement be terminated pursuant to Sections 9.1(e), 9.1(f) or 9.1(g) then in such event the Sellers shall pay to the Purchaser within five (5) Business Days reimbursement of all of Purchaser’s documented, out of pocket costs and expenses, including without limitation the fees and expenses of its attorneys, consultants and accountants, in an amount not to exceed \$148,360 (the “Expense Reimbursement”). Any Break-Up Fee and Expense Reimbursement amount (collectively, the “Bid Protections”) that are payable to the Purchaser pursuant to this Section shall, to the extent applicable, be paid from the proceeds of the Alternative Transaction at the closing thereof and such proceeds equal to the amount of such Bid Protections shall be expressly carved-out from the collateral of the DIP Lenders. For the avoidance of doubt, the foregoing applies whether the Alternate Transaction is consummated pursuant to section 363 of the Bankruptcy Code or pursuant to a plan.

SECTION 10 **SURVIVAL**

The representations and warranties of the Purchaser and Sellers made in this Agreement and the covenants of the Purchaser and Sellers contained in this Agreement that, by their terms, are to be performed prior to the Closing shall not survive the Closing Date and shall be extinguished by the Closing and the consummation of the transaction contemplated by this Agreement. Absent Fraud, if the Closing occurs, the Purchaser shall not have any remedy against Sellers, and Sellers shall not have any remedy against the Purchaser or its designee(s) or Affiliates for (a) any breach of a representation or warranty contained in this Agreement (other than to terminate the Agreement in accordance with the terms hereof) and (b) any breach of a covenant contained in this Agreement with respect to the period prior to the Closing Date.

SECTION 11 **GENERAL PROVISIONS**

11.1 Confidential Nature of Information. Sellers, on the one hand, and the Purchaser, on the other, agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding the Purchaser and its Affiliates and Sellers and their respective Affiliates, respectively, during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of the Purchaser, to its counsel, accountants, financial

advisors and potential lenders, and in the case of Sellers, to their counsel, accountants and financial advisors). No Party shall use any confidential information referred to in the first sentence of this paragraph in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the enforcement of its rights hereunder and under the Ancillary Documents; provided, however, that after the Closing, the Purchaser may use or disclose any confidential information included in the Purchased Assets and may use or disclose other confidential information that is otherwise reasonably related to the Business or the Purchased Assets. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (a) is or becomes available to such Party from a source other than the disclosing Party, provided such other source was not, and such Party would have no reason to believe such source was, subject to a confidentiality obligation in respect of such information, (b) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (c) is required to be disclosed under applicable law or judicial process, including the Bankruptcy Case, but only to the extent it must be disclosed, (d) such Party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby or (e) Sellers deem necessary to disclose to comply with the Bidding Procedures Order.

11.2 No Public Announcement. Neither Sellers nor the Purchaser shall, without the approval of the other make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by law, including as may be required by the Bankruptcy Case, the Bidding Procedures Order or other Order of the Bankruptcy Court, the Bankruptcy Code, securities laws, or the rules of any stock exchange, in which case the other Party or Parties shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

11.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by electronic mail or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser, to:

Jeffrey Brush
jeff@Avalontrans.com

with a copy to
(which shall not constitute notice):

Barry Weisz and Mark T. Power
THOMPSON COBURN LLP
10100 Santa Monica Boulevard, Suite 500
Los Angeles, CA 90067
bweisz@thompsoncoburn.com
mpower@thompsoncoburn.com

If to Sellers, to:

c/o Coach USA, Inc.
160 S. Route 17 North
Paramus, NJ 07652
ATTN: Derrick Waters
Linda Burtwistle
Ross Kinnear
E-mail: derrick.waters@coachusa.com,
linda.burtwistle@coachusa.com,
ross.kinnear@coachusa.com

with a copy to
(which alone shall not constitute
notice):

Alston & Bird LLP
90 Park Avenue
New York, NY 10016-1387
ATTN: Matthew Kelsey
Eric Wise
William Hao
E-mail: matthew.kelsey@alston.com
eric.wise@alston.com
william.hao@alston.com

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
ATTN: Sean Beach
Joe Mulvihill
E-mail: sbeach@ycst.com
jmulvihill@ycst.com

or to such other address as such party may indicate by a notice delivered to the other party hereto.

All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 11.3 if delivered personally shall be effective upon delivery, if by overnight carrier shall be effective one (1) Business Day following deposit with such overnight carrier, if delivered by mail, shall be effective three (3) days following deposit in the United States certified mail, postage prepaid, and if by e-mail prior to 6:00 p.m. ET, on the date of delivery to the email address set forth above, and if by e-mail at or after 6:00 p.m. ET, on the next Business Day, in each case provided the computer record indicates a full and successful transmission and no failure message is generated.

11.4 Successors and Assigns.

(a) Except as expressly provided for in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

11.5 Entire Agreement; Amendments; Schedules. This Agreement, the Confidentiality Agreement, the Ancillary Documents and the Schedules referred to herein contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

11.6 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. Except as otherwise provided herein, the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.7 Expenses. Unless otherwise set forth herein, each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

11.8 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

11.9 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Agreement.

11.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State.

(a) All Actions arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties hereby consent to service of process by overnight mail (in accordance with Section 11.3) or any other manner permitted by law.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, THE PURCHASER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.11 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind; provided, however, that the Administrative Agent and the DIP Agent are and will remain a third-party beneficiary of, to, and under this Agreement to the extent of any Encumbrances or other rights or interests of the Administrative Agent and the Lenders or the DIP Agent and the DIP Lenders arising in or under, or otherwise relating to, the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the undersigned each acknowledges, confirms, and agrees that all of Sellers' rights and interests in, under, and to this Agreement, including all of Sellers' rights and interests in, under, and to the Good Faith Deposit, are subject to any Encumbrances and other rights or interests therein from time to time granted or otherwise provided to the Administrative Agent and the DIP Agent, including under or in connection with any cash collateral order, debtor-in-possession financing order, or related documentation from time to time approved by the Bankruptcy Court, and including any Encumbrances granted or provided to the Administrative Agent or the DIP Agent from time to time under any of Sections 361 or 364 of the Bankruptcy Code.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

Avalon Transportation, LLC

By:  _____

Name: Jeff Brush

Title: President

[Signatures Continue on Following Pages]

SELLERS:

LENZNER TOURS, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

LENZNER TRANSPORTATION GROUP, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

LENZNER TOURS, LTD

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

LENZNER TRANSIT, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

**TRANSPORTATION MANAGEMENT SERVICES,
INC.**

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

[Signatures Continue on Following Pages]

SELLERS (CONT.):

KERRVILLE BUS COMPANY, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

ALL WEST COACHLINES, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

AMERICA COACH LINES OF ATLANTA, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

COACH LEASING, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

CAM LEASING, LLC

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

COACH USA, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

COACH USA ADMINISTRATION, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SCHEDULE A

SELLERS

Sellers

1. **Lenzner Tours, Inc.**
2. **Lenzner Transportation Group, Inc.**
3. **Lenzner Tours, LTD**
4. **Lenzner Transit, Inc.**
5. **Transportation Management Services, Inc.**
6. **Kerrville Bus Company, Inc.**
7. **All West Coachlines, Inc.**
8. **America Coach Lines of Atlanta, Inc.**
9. **Coach Leasing, Inc.**
10. **CAM Leasing, LLC**
11. **Coach USA, Inc.**
12. **Coach USA Administration, Inc.**

EXHIBIT A

FORM OF ASSUMPTION AND ASSIGNMENT AGREEMENT

EXHIBIT B

FORM OF BIDDING PROCEDURES ORDER

EXHIBIT C

FORM OF BILL OF SALE

EXHIBIT D

FORM OF SALE ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No.
(Jointly Administration Requested)

Ref. Docket Nos. _____

ORDER AUTHORIZING AND APPROVING (I) SALE OF CERTAIN OF THE DEBTORS' NON-CORE ASSETS, FREE AND CLEAR OF LIENS, CLAIMS, RIGHTS, ENCUMBRANCES, AND OTHER INTERESTS, (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Sale Motion")² filed by the above captioned debtors and debtors-in-possession (collectively, the "Debtors") seeking entry of an order (the "Order"), pursuant to sections 105(a), 363, 365, and 1113 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") authorizing and approving (i) the sale of certain of the Debtors' non-core assets (the "Sale") free and clear of all Liabilities, Indebtedness and Encumbrances (other

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² The Sale Motion was filed on June [], 2024 as *Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief.*

than Assumed Liabilities and Permitted Encumbrances), pursuant to the terms of the Asset Purchase Agreement dated June [], 2024 between the Debtors identified as Sellers set forth on Schedule A thereto (“Sellers”) and Avalon Transportation, LLC or its designee(s) (“Purchaser”), a copy of which is annexed hereto as Exhibit A (the “Agreement”) which is incorporated herein by reference,³ (ii) the assumption and assignment of certain executory contracts and unexpired leases, and (iii) granting related relief; and this Bankruptcy Court having entered an order dated June [], 2024 (the “Bidding Procedures Order”), (i) approving bidding procedures in connection with the sale of substantially all of the Debtors’ assets, (ii) designating Stalking Horse Bidders and Bid Protections, (iii) scheduling an auction for (the “Auction”) and a hearing to approve the sale (the “Sale Hearing”) of assets, (iv) approving notice of respective date, time and place for auction and for a hearing on approval of the sale, (v) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases, (vi) approving form and manner and notice thereof, and (vii) granting related relief; and the Bankruptcy Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and consideration of the Sale Motion, the relief requested therein, and the responses thereto being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in these Chapter 11 Cases, including the Sale Motion; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefor;

³ Capitalized terms not defined herein shall have the meanings ascribed to such terms as in the Agreement, or if not defined in the Agreement, in the Sale Motion

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:

A. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Bankruptcy Court has jurisdiction over this matter and over the property of the Debtors' estates, including the Purchased Assets to be sold, transferred or conveyed pursuant to the Agreement, and their respective estates pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and the Sale Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order with respect to the Sale Motion, the Agreement, the transactions contemplated thereby, and all related relief, in each case, consistent with Article III of the United States Constitution.

D. This Order constitutes a final and appealable order as set forth in 28 U.S.C. § 158(a), except as otherwise set forth herein.

E. The Purchased Assets constitute property of the Debtors' estates, and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory predicates for the relief sought in the Sale Motion and the basis for the approvals and authorizations herein are (i) sections 105(a), 363, 365, 503,507, and 1113 of

Bankruptcy Code, (ii) Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 and (iii) Local Rules 2002-1, 6004-1, 9006-1, and 9013-1(m).

G. On June [], 2024 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued in possession of their properties and are operating and managing their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

H. On June [], 2024, the Office of the United States Trustee (the “UST”) appointed an official committee of unsecured creditors (the “Committee”).

I. On June [], 2024, the Court entered the Final Order Authorizing Debtors to [] [Doc. No.] (as amended, supplemented or otherwise modified from time to time, the “DIP Order”).

Proper Notice and Opportunity to Object

J. As evidenced by the affidavits of service filed with the Bankruptcy Court, proper, timely, adequate, and sufficient notice of the Sales, Sale Motion, the Auction, and the Sale Hearing have been provided in accordance with section 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and 9014, the Local Rules, and in compliance with the Bidding Procedures Order and the Agreement.

K. As evidenced by the affidavits of service filed with the Bankruptcy Court, proper, timely, adequate, and sufficient notice of the assumption and assignment of the Assumed Contracts, Assumed Equipment Leases, and Assumed Real Property Leases (collectively, the “Assigned Contracts”) have been provided in accordance with sections 365 and 1113 of the Bankruptcy Code.

L. On June [], 2024, the Debtors mailed notice of the sale to, among others, a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest

unsecured claims on a consolidated basis against the Debtors; (c) proposed counsel for any official committee appointed in the Chapter 11 Cases; (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the jurisdictions to which the Debtors are subject; (k) all environmental authorities having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors' business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors' executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the NewCo Stalking Horse APA) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; and (x) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service (collectively, the "Sale Notice Parties").

M. In addition to the foregoing notice, the Debtors advertised the proposed Sale and the relief requested in this Order on the website of the Debtors' proposed claims and noticing agent, Kroll Restructuring Administration LLC on June [], 2024.

N. Such notice was sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Auction, the Sale Hearing, the assumption and assignment of the Assigned Contracts or of the entry of this Order is necessary or shall be required.

O. A reasonable opportunity to object or be heard regarding the requested relief in the Sale Motion and the Order has been afforded to all interested persons and entities, including, without limitation, the Sale Notice Parties. Other parties interested in bidding on the Purchased Assets were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Purchased Assets.

Proper Bases For Sale and Assumption/Assignment of Contracts

P. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Agreement, sell the Purchased Assets and assume and assign the Assigned Contracts under section 363, 365, and 1113 of the Bankruptcy Code prior to confirmation of a plan of reorganization under section 1129 of the Bankruptcy Code, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors. Such business reasons include, but are not limited to, the fact that (i) there is a provision in the Agreement providing for an automatic reduction in the Purchase Price if the Closing is delayed past August [19], 2024, (ii) there is substantial risk of deterioration of the value of the Purchased Assets if the Sale is not consummated quickly; (iii) the Agreement constitutes the highest and best offer for the Purchased Assets; (iv) the Agreement and the Closing will present the best opportunity to realize the value of the Debtors on a going-concern basis and

avoid decline in the Debtors' business; and (v) unless the Sale is concluded expeditiously as provided for in the Sale Motion and pursuant to the Agreement, creditors' recoveries may be diminished.

Q. The Debtors have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the Sale of the Purchased Assets has been duly and validly authorized by all necessary corporate authority by the Debtors to consummate the transactions contemplated by the Agreement. No consents or approvals, other than as may be expressly provided for in the Agreement, are required by the Debtors to consummate the Sale.

R. The Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtors nor the Purchaser is entering into the transactions contemplated by the Agreement fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims or similar claims.

S. The Debtors have advanced good, sufficient and sound business reasons for seeking to enter into the Agreement, as more fully set forth in the Sale Motion and as demonstrated at or before the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell the Purchased Assets, including the assignment of the Assigned Contracts, and to consummate the transactions contemplated by the Agreement. Notwithstanding any requirement for approval or consent by any person, the transfer of the Purchased Assets to the Purchaser and the assumption and assignment of the Assigned Contracts is a legal, valid and effective transfer of the Purchased Assets including the Assigned Contracts.

Good Faith Findings

T. The Debtors, Purchaser and their respective counsel and other advisors have complied with the Bidding Procedures Order, the Bidding Procedures, and the Assumption and Assignment Procedures in all respects. Purchaser submitted a Qualified Bid pursuant to the Bidding Procedures approved by the Court, was determined to be the Successful Bidder for the Purchased Assets, and was granted certain Bid Protections in accordance with the Bidding Procedures Order and the Bidding Procedures.

U. The Debtors and their advisors thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in a fair and open manner, soliciting offers to acquire the Purchased Assets from a wide variety of parties. The sale process and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any Person or any entity (as such term is defined in the Bankruptcy Code, an “Entity”) that expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have an interest in acquiring, and be permitted and able to acquire, the Purchased Assets, to conduct due diligence, make an offer to purchase the Debtors’ assets, including, without limitation, the Purchased Assets, and submit higher and otherwise better offers for the Purchased Assets than Purchaser’s Successful Bid. The Debtors and Purchaser have negotiated and undertaken their roles leading to the Sale and entry into the Agreement in a diligent, non-collusive, fair, reasonable, and good faith manner. The sale process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures resulted in the highest and otherwise best offer for the Purchased Assets for the Debtors and their estates, was in the best interests of the Debtors, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. The Debtors’ determinations that the Agreement constitutes the highest and otherwise best offer for the Purchased Assets and maximizes value for the benefit of the Debtors’

estates constitutes a valid and sound exercise of the Debtors' business judgment and are in accordance and compliance with the Bidding Procedures and the Bidding Procedures Order. The Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or Entity has offered to purchase the Purchased Assets for greater overall value to the Debtors' estates than the Purchaser. Approval of the Sale Motion (as it pertains to the Sale) and the Agreement and the consummation of the transactions contemplated thereby will maximize the value of each of the Debtors' estates and are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. There is no legal or equitable reason to delay consummation of the transactions contemplated by the Agreement, including without limitation, the Sale.

V. Purchaser is not an "insider" or "affiliate" of any of the Debtors as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, managers, or controlling stockholders existed between the Debtors and the Purchaser. The Purchaser is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Purchased Assets and the relief provided for in the Order. The Agreement was negotiated at arm's length and entered into in good faith and without collusion or fraud of any kind. The Purchaser has not engaged in collusion or any conduct that would otherwise control or tend to control the sale price as between or among potential bidders and, therefore, has not violated section 363(n) of the Bankruptcy Code. Neither the Debtors nor the Purchaser have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code; or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Agreement or to the consummation of the Sale and transfer of the Purchased Assets including the Assigned Contracts

to the Purchaser. In particular, (i) Purchaser recognized that the Debtors were free to deal with any other party interested in purchasing the Purchased Assets; (ii) Purchaser in no way induced or caused the chapter 11 filing by the Debtors; (iii) Purchaser has not engaged in any conduct that would cause or permit the Sale or the Agreement to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code by any action or inaction; (iv) no common identity of directors, managers, officers, or controlling stockholders exist between Purchaser, on the one hand, and any of the Debtors, on the other hand; (v) Purchaser complied with the Bidding Procedures and all provisions of the Bidding Procedures Order and the Assumption and Assignment Procedures; (vi) Purchaser agreed to subject its Bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; and (vii) all payments to be made, and all other material agreements or arrangements entered into or to be entered into, by Purchaser in connection with the Sale have been disclosed.

W. The Purchaser has complied in good faith with the Bidding Procedures Order (including the Bidding Procedures) in all material respects. The Purchaser is entitled to all of the protections and immunities of section 363(m) of the Bankruptcy Code.

X. The terms and conditions of the Agreement, including the consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable, and the transactions contemplated by the Agreement are in the best interests of the Debtors' estates. The total consideration provided by the Purchaser for the Purchased Assets is the highest and best offer received by the Debtors, and the Purchase Price constitutes (a) constitutes fair consideration and fair value under the Bankruptcy Code, the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), the Uniform Fraudulent Conveyance Act and other similar laws of the United States, any state, territory, possession, or the District of Columbia, and any foreign

jurisdiction; (b) is the highest and best value obtainable for the Purchased Assets; (c) will provide a greater recovery to creditors than would be provided by any other available alternative; and (d) constitutes reasonably equivalent value (as that term is defined in each of the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), the Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code). Without limiting the foregoing, no objection was raised to the Sale Motion on the basis that the creditors of any particular Debtor were improperly prejudiced by the proposed Sale. Based on the evidence before the Court, the sale consideration under the Agreement constitutes adequate consideration for the Purchased Assets of each Debtor and such consideration does not disadvantage the creditors of any particular Debtor.

Transfer Free and Clear

Y. Except with respect to Assumed Liabilities and Permitted Encumbrances as expressly provided in the Agreement or this Order, effective upon the consummation of the Sale at Closing, the Purchased Assets shall be sold free and clear of all Liabilities, Indebtedness and Encumbrances (including without limitation, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, mechanics' liens, materialman's liens and other consensual and non-consensual liens and statutory liens, judgments, demands, encumbrances, rights of first refusal, offsets, set-offs, contracts, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, pension, or tax liabilities, decrees of any court or foreign or domestic governmental entity, or charges and interests of any kind or nature, if any, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or the Debtors' predecessors

or affiliates, claims (as that term is used in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual and other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfilled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims arising under any doctrines of successor liability or alter-ego) (collectively, "Liens, Claims, Encumbrances and Interests"), with such Liens, Claims, Encumbrances and Interests, upon the Sale at Closing, to attach to the proceeds of the Sale, in the order of their priority, to be received by the Debtors in accordance with the Agreement, subject to the terms of the DIP Order and any other applicable order of the Court, and with the same priority, validity, force, and effect as such Liens, Claims, Encumbrances and Interests had immediately prior to the consummation of such Sale, and subject to the same defenses and avoidability, if any, as before the Closing, and the Purchaser would not enter into the Agreement to purchase the Purchased Assets otherwise. All proceeds of the Sale shall be remitted to the Debtors, subject to the terms of the DIP Order and any other applicable order of the Court. All Liens, Claims, Encumbrances and Interests with respect to the Excluded Assets will continue in, under, and against the Excluded Assets with the same priority, validity, force, and effect as such Liens, Claims, Encumbrances and Interests now have.

Z. The transfer of the Purchased Assets to the Purchaser is a legal, valid and effective transfer of the Purchased Assets, and, except as may otherwise be provided in the Agreement or this Order, shall vest, upon Closing, the Purchaser with all rights, titles and interests to the

Purchased Assets free and clear of any and all Liens, Claims, Encumbrances and Interests. Except as specifically provided in the Agreement or this Order, the Purchaser shall not assume or become liable for any Liens, Claims, Encumbrances and Interests relating to the Purchased Assets being sold by the Debtors.

AA. The transfer of the Purchased Assets to the Purchaser, free and clear of Liens, Claims, Encumbrances and Interests (other than the Assumed Liabilities and Permitted Encumbrances) upon the consummation of the Sale at Closing, will not result in any undue burden or prejudice to any holders of any Liens, Claims, Encumbrances and Interests in, under or against the Purchased Assets, as all such Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever shall attach to the proceeds of the Sale of the Purchased Assets received by the Debtors, subject to the terms of the DIP Order and any other applicable order of the Court, in the order of their priority, with the same priority, validity, force and effect which such Liens, Claims, Encumbrances and Interests had immediately prior to the consummation of such Sale, subject to any claims and defenses the Debtors or other parties may possess with respect thereto. Except as otherwise set forth in this Order, upon consummation of the Sale in accordance with the Agreement and this Order, all persons having Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever against or in any of the Debtors or the Purchased Assets, other than Assumed Liabilities and Permitted Encumbrances, shall be forever barred, estopped and permanently enjoined from pursuing or asserting such Liens, Claims, Encumbrances and Interests against the Purchaser, any of their assets, property, successors or assigns, or the Purchased Assets.

BB. The Debtors may sell the Purchased Assets free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever, other than the Assumed Liabilities and Permitted Encumbrances, because, in each case, one or more of the standards set forth in

section 363(f) of the Bankruptcy Code has been satisfied. Those holders of Liens, Claims, Encumbrances and Interests and who did not object, or who withdrew their objections, to the Sale of the Purchased Assets and the Sale Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All objections to the Sale Motion have been waived, overruled or resolved by agreement of the parties or as set forth in this Order. Those holders of Liens, Claims, Encumbrances and Interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims, Encumbrances and Interests, if any, attach to the proceeds of the Sale of the Purchased Assets, if any, ultimately attributable to the property against or in which they claim or may claim any Liens, Claims, Encumbrances and Interests, and with such Liens, Claims, Encumbrances and Interests being subject to treatment by separate order of the Bankruptcy Court.

CC. The Purchaser would not have entered into the Agreement if the Sale was not free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever, other than the Assumed Liabilities and Permitted Encumbrances, as set forth in the Agreement and herein, or if the Purchaser would, or in the future could, be liable for any such Liens, Claims, Encumbrances and Interests.

DD. Not selling the Purchased Assets free and clear of all Liens, Claims, Interests and Encumbrances, other than the Assumed Liabilities and Permitted Encumbrances, to the Purchaser would adversely impact the Debtors' estates, and the Sale of Purchased Assets other than free and clear of all Liens, Claims, Interests and Encumbrances, other than the Assumed Liabilities and Permitted Encumbrances, would be of substantially less value to the Debtors' estates.

Assumption and Assignment of the Assigned Contracts.

EE. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Order, the Assumption and Assignment Procedures, and Schedule 2.1(b), (c) and (j) of the Agreement, are integral to the Agreement and is in the best interests of the Debtors, their estates, their creditors and other parties in interest, and represents the exercise of sound and prudent business judgment by the Debtors. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Purchased Assets to Purchaser, (ii) allow the Debtors to maximize the value of the Purchased Assets, including the Assigned Contracts, (iii) limit the losses suffered by the counterparties to the Assigned Contracts, and (iv) maximize the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' estates by avoiding the rejection of the Assigned Contracts.

Cure Notice: Adequate Assurance of Future Performance.

FF. As shown by the certificates of service filed with the Court, the Debtors have served upon each non-Debtor counterparty to such contracts (each, a "Non-Debtor Counterparty"), prior to the Sale Hearing, a notice, dated [____], 2024 [Docket No. •] (the "Potential Assumption and Assignment Notice") that Debtors may wish to assume and assign to the Successful Bidder certain executory contracts and unexpired leases (the "Contracts") pursuant to section 365 of the Bankruptcy Code, and of the related proposed cure costs (if any) due under section 365(b) of the Bankruptcy Code (the "Cure Costs") with respect to such contracts and leases. The service of the Potential Assumption and Assignment Notice was good, sufficient and appropriate under the circumstances of the Chapter 11 Cases and complied with the Assumption and Assignment Procedures and any orders of the Court, and no other or further notice is required with respect to the Cure Costs or for the assumption and assignment of the Contracts. All Counterparties to the Contracts have had a reasonable and sufficient opportunity to object to the Cure Costs listed on

the Potential Assumption and Assignment Notice in accordance with the Assumption and Assignment Procedures. Accordingly, all Counterparties to Contracts who did not object or who withdrew their objections to the Cure Costs listed on the Potential Assumption and Assignment Notice prior to the Sale Hearing are deemed to have consented to such Cure Costs, and all Counterparties to Assigned who did not file an objection to the assumption by the Debtors of such Assigned Contracts and the assignment thereof to Purchaser prior to the Sale Hearing are deemed to have consented to the assumption of such Assigned Contract and the assignment thereof to Purchaser.

No Successor or Derivative Liability.

GG. The transactions contemplated under the Agreement do not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Other than the Assumed Liabilities, the Purchaser shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities and withdrawal liability under Subtitle E of Title IV of ERISA or under WARN, the Sellers' Plans and/or any Collective Bargaining Agreements.

Record Retention

HH. Pursuant to the terms of and subject to the conditions in Sections 7.1(c) and 7.7 of the Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in

bankruptcy will have access to the Debtors' books and records for the specified purposes set forth in, and in accordance with, the Agreement.

Valid and Binding Contract; Validity of Transfer

II. The Agreement is a valid and binding contract between the Debtors and Purchaser and shall be enforceable pursuant to its terms. The Agreement and the Sale itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, and any chapter 11 trustee appointed in these Chapter 11 Cases, or in the event the Chapter 11 Cases are converted to a case under chapter 7 of the Bankruptcy Code, a chapter 7 trustee, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(1) of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale.

Other Provisions

JJ. The Sale of the Purchased Assets outside of a plan of reorganization pursuant to the Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

KK. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Sale Motion.

LL. As set forth in Agreement, the Debtors and the Purchaser are exchanges releases of certain claims. The exchange of such releases is fair and reasonable, and for fair value.

MM. As set forth in Agreement, the Purchaser is purchasing from the Debtors certain Avoidance Actions, which Avoidance Actions are deemed waived and released by Sellers as of Closing Date. The sale and assignment to Purchaser and waiver and released by the Sellers of such Avoidance Actions is fair and reasonable, and exchange for fair value.

NN. Time is of the essence in consummating the Sale. In order to maximize the value of the Purchased Assets, it is essential that the Sale of the Purchased Assets occur within the time constraints set forth in the Agreement. As set forth in the Findings above, the Purchaser is acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in Closing the transactions contemplated by the Agreement at any time on or after the entry of this Order. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rule 6004 and 6006.

OO. The legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties-in-interest.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Sale Motion as it pertains to the Sale and the Agreement is GRANTED as set forth herein. The Sale Motion complies with all aspects of Local Rule 6004-1.

2. All objections, reservations of rights regarding, or other responses to, the Sale Motion or the relief requested therein, the Agreement, the Sale, entry of this Order, or the relief granted herein, including, without limitation, any objections to Cure Costs or relating to the cure of any defaults under any of the Assigned Contracts or the assumption and assignment of any of the Assigned Contracts to the Purchaser by the Debtors, solely as it relates to the relief granted by this Order that have not been adjourned, withdrawn or resolved as reflected on the record at the Sale Hearing are overruled in all respects on the merits with prejudice, except as otherwise set

forth herein. All Persons and Entities that failed to timely object to the Sale Motion are deemed to have consented to the relief granted herein for all purposes.

3. Notice of the Sale Motion, Sale Hearing, Agreement, and the relief granted in this Order was fair, legally sufficient and equitable under the circumstances and complied in all respects with section 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004 and 6006, the Local Rules, the Assumption and Assignment Procedures, the Bidding Procedures Order, and the orders of the Bankruptcy Court.

Approval of Sale

4. The Agreement and the Sale, including, without limitation, all transactions contemplated therein or in connection therewith and all of the terms and conditions thereof, are hereby approved in their entirety, subject to the terms and conditions of this Order. The failure specifically to include or make reference to any particular provision of the Agreement in this Order shall not impair the effectiveness of such provision, it being the intent of the Court that the Agreement, the Sale and the transactions contemplated therein or in connection therewith are authorized and approved in their entirety.

5. The Sale of the Purchased Assets, the terms and conditions of the Agreement (including all schedules and exhibits affixed thereto), and the transactions contemplated thereby be, and hereby are, authorized and approved in all respects.

6. The Purchaser is giving substantial consideration under the Agreement, and as provided herein, for the benefit of the Debtors, their estates, and creditors. The consideration to be provided by Purchaser under the Agreement is fair and reasonable and constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), (b) fair consideration under the Uniform Fraudulent Conveyance Act, (c) reasonably equivalent value, fair consideration and fair value

under any other applicable laws of the United States, any state, territory or possession or the District of Columbia, and (d) valid and valuable consideration for the releases of any potential Liens pursuant to this Order, which releases shall be deemed to have been given in favor of Purchaser by all holders of Liens of any kind whatsoever against any of the Debtors or any of the Purchased Assets, other than as otherwise expressly set forth in this Order. The consideration provided by Purchaser for the Purchased Assets is fair and reasonable and may not be avoided by section 363(n) of the Bankruptcy Code.

7. The Agreement and the Sale, including, without limitation, all transactions contemplated therein or in connection therewith and all of the terms and conditions thereof, are hereby approved in their entirety, subject to the terms and conditions of this Order. The failure specifically to include or make reference to any particular provision of the Agreement in this Order shall not impair the effectiveness of such provision, it being the intent of the Court that the Agreement, the Sale and the transactions contemplated therein or in connection therewith are authorized and approved in their entirety.

8. The Purchaser is hereby granted and is entitled to all of the protections provided to a good faith buyer under section 363(m) of the Bankruptcy Code, including with respect to the transfer of the Assigned Contracts as part of the Sale of the Purchased Assets pursuant to section 365 of the Bankruptcy Code and this Order.

9. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any transfer under the Agreement or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal), and notwithstanding any reversal, modification

or vacatur shall be governed in all respects by the original provisions of this Order and the Agreement, as the case may be.

10. The Debtors and the Purchaser are hereby authorized to fully assume, perform under, consummate and implement the terms of the Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Agreement, this Order and the Sale of the Purchased Assets contemplated thereby including, without limitation, deeds, assignments, stock powers and other instruments of transfer, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession any or all of the Purchased Assets or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement, without any further corporate action or orders of this Bankruptcy Court. The Purchaser shall have no obligation to proceed with the Closing of the Agreement until all conditions precedent to its obligations to do so have been met, satisfied or waived.

11. The Debtors, the Purchaser and each other person or entity having duties or responsibilities under the Agreement, any agreements related thereto or this Order, and their respective directors, officers, employees, members, agents, representatives, and attorneys, are authorized and empowered, subject to the terms and conditions contained in the Agreement, to carry out all of the provisions of the Agreement and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Agreement, and any related agreements; to take any and all actions contemplated by the Agreement, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments,

leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate, the Agreement, any related agreements and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Bankruptcy Court or further action by their respective directors, officers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, employees, members, agents, representatives, and attorneys of such entities.

12. The Debtors are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the State of Delaware, and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the Agreement, any related agreements and this Order, and the transactions contemplated thereby and hereby. Pursuant to section 1146 of the Bankruptcy Code, any transfers of property pursuant to this Order shall not

be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of an order confirming a plan, the appropriate Governmental Authority or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

Transfer of Assets

13. Except as otherwise set forth in this Order, effective as of the consummation of the Sale at Closing, pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Sale of the Purchased Assets by the Debtors to the Purchaser shall constitute a legal, valid and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent by any person and vests the Purchaser with all rights, titles and interests in and to the Purchased Assets, free and clear of all Liens, Claims, Encumbrances and Interests of any kind, other than Assumed Liabilities and Permitted Encumbrances. The assumption of any Assumed Liability by the Purchaser constitutes a legal, valid and effective delegation of any Assumed Liabilities to the Purchaser and divests the Debtors of all liability with respect to any Assumed Liabilities. Effective upon the consummation of the Sale at Closing, the Purchaser shall acquire the Purchased Owned Real Property free and clear of all Liens, Claims, Encumbrances and Interests of any kind, other than Assumed Liabilities and Permitted Encumbrances, pursuant to section 363(f) of the Bankruptcy Code, and all Liens, Claims, Encumbrances and Interests in favor of any Governmental Authority pursuant to any grant agreement, including, without limitation, the State of Texas acting through the Department of Transportation (“Texas”), are expressly extinguished and shall attached to the proceed of sale in accordance with their relative priorities. Purchaser shall not be deemed a grantee or subgrantee under the Public Transportation

Master Grant Agreement originally entered into between Texas and Kerrville Bus Company, Inc. or any Project Grant Agreements issued by Texas.

14. Except to the extent specifically provided in the Agreement or this Order, upon the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b), 363(f) and 365 of the Bankruptcy Code, to sell the Purchased Assets to the Purchaser. Except to the extent specifically provided in the Agreement or this Order, effective upon the consummation of the Sale at Closing, the sale of the Purchased Assets vests the Purchaser with all right, title and interest to the Purchased Assets free and clear of any and all Liens, Claims, Encumbrances and Interests and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise. All such Liens, Claims, Encumbrances and Interests shall attach to the proceeds of the Sale, in the order of their priority, with the same priority, validity, force, and effect as such Liens, Claims, Encumbrances and Interests had immediately prior to the consummation of such Sale, subject to all claims and defenses the Debtors may possess with respect thereto. All proceeds of the Sale shall be remitted to the Debtors, subject to the terms of the DIP Order and any other applicable order of the Court. The Sale Motion shall be deemed to provide sufficient notice as to the Sale of the Purchased Assets free and clear of Liens, Claims, Encumbrances and Interests in accordance with Local Rule 6004-1. Following the Closing Date and upon the occurrence of the Closing and the consummation of the Sale, no holder of any Liens, Claims, Encumbrances and Interests, other than Assumed Liabilities or Permitted Encumbrances, in the Purchased Assets may interfere with the

Purchaser's use and enjoyment of the Purchased Assets based on or related to such Liens, Claims, Encumbrances and Interests, or any actions that the Debtors may take in their Chapter 11 Cases and no person may take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Agreement or this Order. All Liens, Claims, Encumbrances and Interests with respect to the Excluded Assets will continue in, under, and against the Excluded Assets with the same priority, validity, force, and effect as such Liens, Claims, Encumbrances and Interests now have.

15. The sale of the Purchased Assets is not subject to avoidance by any person or for any reason whatsoever, including, without limitation, pursuant to section 363(n) of the Bankruptcy Code and the Purchaser and the Purchaser Parties shall not be subject to damages, including any costs, fees, or expenses under section 363(n) of the Bankruptcy Code.

16. The provisions of this Order authorizing the Sale of the Purchased Assets free and clear of Liens, Claims, Encumbrances and Interests upon the consummation of the Sale at Closing, other than the Assumed Liabilities and Permitted Exceptions, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order. All such Liens, Claims, Encumbrances and Interests are to attach to the proceeds of the Sale, in the order of their priority, with the same priority, validity, force, and effect as such Liens, Claims, Encumbrances and Interests had immediately prior to the consummation of such Sale.

17. On, before or after the Closing Date, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens, Claims, Encumbrances and Interests of any kind against the Purchased Assets (other than

Assumed Liabilities and Permitted Encumbrances) upon the consummation of the Sale at Closing, as such Liens, Claims, Encumbrances and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any Liens, Claims, Encumbrances and Interests in or against the Purchased Assets that are not Assumed Liabilities or Permitted Encumbrances shall not have delivered to the Debtors prior to, at or after the Closing after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens, Claims, Encumbrances and Interests that the person or entity has with respect to the Purchased Assets, the Debtor or the Purchaser, may, in their sole option and at their sole discretion, execute and file on behalf and in the stead of such creditor any such document as may be necessary to evidence the discharge on any Lien, Claim or Encumbrance in or against the Purchased Assets that are not Assumed Liabilities or Permitted Encumbrances. Nothing herein is intended to affect or limit the provisions of paragraphs 12, 13, 14 or 16 of this Order. Each filing office, recording office or other registry where Liens, Claims, Encumbrances and Interests in or against the Purchased Assets are filed or recorded is authorized and directed to release such Liens, Claims, Encumbrances and Interests in or against the Purchased Assets based upon the filing of a certified copy of this Order. Contemporaneously with the consummation of the Sale at Closing and application of the proceeds thereof in accordance with the terms of the DIP Order, DIP Agent and Prepetition ABL Administrative Agent shall have filed, or shall have agreed to file contemporaneously with such Sale at Closing and application of proceeds, all relevant termination statements or amendments, as applicable, with respect to its liens on the Purchased Assets.

18. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date and upon the consummation of the Sale at Closing, to operate

under any transferred license, permit, registration and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date and upon the consummation of the Sale at Closing.

19. Except as otherwise set forth in this Order, all of the Debtors' interests in the Purchased Assets to be acquired by the Purchaser under the Agreement shall be, as of the Closing Date and upon the consummation of the Sale at Closing, transferred to and vested in the Purchaser free and clear of all Liens, Claims, Interests and Encumbrances, other than the Assumed Liabilities, and Permitted Encumbrances. Upon the occurrence of the consummation of the Sale at Closing, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets acquired by the Purchaser under the Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Purchased Assets to the Purchaser.

20. Except as otherwise expressly provided in the Agreement or this Order, all persons or entities, presently or on or after the Closing Date, in possession of some or all of the Purchased Assets are directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request. Any proceeds of accounts receivable owned by the Purchaser following the Closing but received by the Debtors or a different purchaser of assets of the Debtors, shall remain property of the Purchaser, and upon receipt by such party shall be held in trust for the benefit of the Purchaser and remitted to the Purchaser as soon as practicable. Any proceeds of accounts receivable that are not Purchased Assets but received by Purchaser shall not be property of the Purchaser and shall be held in trust by Purchaser for the

benefit of the Debtors or a different purchaser of assets of the Debtors and remitted to such party as soon as practicable.

21. Subject to the terms, conditions, and provisions of this Order, all Entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere (a) with the ability of the Debtors to sell and transfer the Purchased Assets to Purchaser in accordance with the terms of the Agreement and this Order, and (b) with the ability of the Purchaser to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Agreement and this Order.

22. Except as otherwise provided in the Agreement, and pursuant to section 6.5(e) of the Agreement, effective as of the Closing, the Sellers shall forever release and irrevocably waive all of the Debtors' Waived Avoidance Actions, which are deemed part of the Purchased Assets.

23. As set forth in Agreement, the Debtors and the Purchaser are exchanging releases of certain claims, which releases are hereby approved.

24. Upon the consummation of the Sale at Closing, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets to Purchaser and the Debtors' interests in the Purchased Assets acquired by Purchaser pursuant to the terms of the Agreement.

Assigned Contracts and Assumed Leases

25. Pursuant to Section 2.1(b), (c) and (j) of and Schedule 2.1(b), (c) and (j) to the Agreement, the assumption by the Debtors of the Assigned Contracts and the assignment of such contracts to the Purchaser is hereby approved.

26. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign the Assigned Contracts to Purchaser free and clear of all Liens and Liabilities, and to execute and deliver to Purchaser such documents or other

instruments as may be necessary to assign and transfer the Assigned Contracts to Purchaser as provided in the Agreement. Cure Costs shall be paid by the Purchaser subject to the terms of, and in accordance with, the terms of the Agreement and Bidding Procedures Order. The Cure Costs are hereby fixed at the amounts set forth in the Cure Notice or as otherwise determined by the Court and as set forth in Schedule 1 attached hereto and by this reference incorporated herein. Payment of the Cure Costs shall be in full satisfaction and cure of any and all defaults required to be cured with respect to the Assigned Contracts under section 365(b)(1) of the Bankruptcy Code. Subject to paragraphs 25 through 31 herein, Purchaser has also provided adequate assurance of future performance under the Assigned Contracts in satisfaction of section 365 of the Bankruptcy Code to the extent that any such assurance is required and not waived by the Non-Debtor Counterparties to such Assigned Contracts. In accordance with the Assumption and Assignment Procedures and the terms of this Order and subject to paragraphs 25 through 31 herein, following the Closing, Purchaser shall be fully and irrevocably vested with all of the Debtors' right, title and interest in and under the Assigned Contracts in connection with the Purchased Assets, free and clear of any Liens, Claims, Encumbrances and Interests, and each Assigned Contract shall be fully enforceable by the Purchaser in accordance with its respective terms and conditions, except as limited by this Order. In accordance with the Assumption and Assignment Procedures and subject to paragraphs 25 through 31, following assignment of the Assigned Contracts to Purchaser, the Debtors shall be relieved from any further liability with respect to such Assigned Contracts. Purchaser acknowledges and agrees that from and after the Closing, or any later applicable effective date of assumption with respect to a particular Assigned Contract, subject to and in accordance with the Agreement, it shall comply with the terms of each Assigned Contract in its entirety, unless any such provisions are not enforceable pursuant to the terms of this Order. The

assumption by the Debtors and assignment to Purchaser of any Assigned Contract shall not be a default under such Assigned Contract. To the extent provided in the Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

27. The Debtors served all Non-Debtor Counterparties to the Assigned Contracts with the Potential Assumption and Assignment Notice and the Confirmation Notice (as defined in the Potential Assumption and Assignment Notice), and the deadline to object to the Cure Costs and adequate assurance of future performance with respect to the Purchaser has passed. Accordingly, unless an objection to the proposed assumption and assignment of an Assigned Contract (including whether applicable law excuses a Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser), the proposed Cure Costs or the adequate assurance of future performance information with respect to Purchaser was filed and served before the applicable deadline, each Non-Debtor Counterparty to an Assigned Contract is forever barred, estopped and permanently enjoined from asserting against the Debtors or Purchaser, their respective affiliates, successors or assigns or the property of any of them, any objection to assignment or default existing as of the date of the Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline (each as defined in the Assumption and Assignment Procedures) if such objection or default was not raised or asserted prior to or at the appropriate Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline.

28. All of the requirements of sections 365 of the Bankruptcy Code, including without limitation, the demonstration of adequate assurance of future performance, have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to Purchaser, solely with respect to the Assigned Contracts that are not subject to an unresolved Cure Cost/Assignment Objection

or Post-Auction Objection. Purchaser has satisfied its adequate assurance of future performance requirements with respect to the Assigned Contracts that are not subject to an unresolved Cure Cost/Assignment Objection or Post-Auction Objection, and has demonstrated it is sufficiently capitalized or otherwise able to comply with the necessary obligations under those Assigned Contracts.

29. To the extent a Non-Debtor Counterparty to an Assigned Contract failed to timely object to a Cure Cost, such Cure Cost has been and shall be deemed to be finally determined as set forth on the relevant Potential Assumption and Assignment Notice as to each Non-Debtor Counterparty and any such Non-Debtor Counterparty shall be barred, and forever prohibited from challenging, objecting to or denying the validity and finality of the Cure Cost as of such date.

30. Upon the Debtors' assumption and assignment of the Assigned Contracts to the Purchaser under the provisions of this Order and any additional orders of the Court and the payment of any Cure Cost in accordance with the Agreement or any applicable order, no default or other obligations arising prior to the Closing Date shall exist under any Assigned Contract, and each Non-Debtor Counterparty is forever barred and estopped from (a) declaring a default by the Debtors or the Purchaser under such Assigned Contract, (b) raising or asserting against the Debtors or the Purchaser (or its designee(s)), or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, or (c) taking any other action against the Purchaser or its designee(s) as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assigned Contract, in each case in connection with the Sale. Each Non-Debtor Counterparty is also forever barred and estopped from raising or asserting against the Purchaser or its designee(s) any assignment fee, default, breach, Claim, pecuniary loss, or condition to

assignment arising under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of the closing of the Sale.

31. With respect to objections to any Cure Cost/Assignment Objections and Post-Auction Objections relating to the Assigned Contracts that remain unresolved as of the Sale Hearing, such objections shall be resolved in accordance with the procedures approved in the Assumption and Assignment Procedures. Consideration of unresolved Cure Cost/Assignment Objections relating to assignment of Assigned Contracts and Post-Auction Objections relating to the Assigned Contracts, unless otherwise ordered by the Court or with the consent of the Non-Debtor Counterparty to any Assigned Contract that is subject to a Cure Costs/Assignment Objection relating to such assignment or Post-Auction Objections relating to the Assigned Contract, shall be adjourned to a date to be determined; provided, however, that (a) any Assigned Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection, and (b) such undisputed Cure Cost shall be promptly cured on or after the Closing Date or as otherwise agreed to by the Debtors, Purchaser and the applicable Non-Debtor Counterparty by payment of the applicable Cure Cost in accordance with the terms of the Agreement.

32. With respect to the Assigned Contracts, in connection with the Sale: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 of the Bankruptcy Code; (b) the Debtors may assign each Assigned Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract that directly or indirectly prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract,

constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied; and (d) effective upon the Closing Date, or any later applicable effective date of assumption with respect to a particular Assigned Contract, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing, or such later applicable effective date, and the Assigned Contracts shall remain in full force and effect for the benefit of the Purchaser, notwithstanding any provision in any Assigned Contract (including those of the type described in sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contract and the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption by the Debtors and assignment to the Purchaser, except as otherwise provided in the Agreement. To the extent any provision in any Assigned Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any “change of control” provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Debtors’ Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Debtors’ Chapter 11 Cases, (C) the Debtors’ assumption and assignment of such Assigned Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the Non-Debtor Counterparty to prohibit, restrict, or

condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the Non-Debtor Counterparty to terminate or recapture such Assigned Contract, impose any penalty, additional payments, damages, or other financial accommodations in favor of the Non-Debtor Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

33. Except as otherwise specifically provided for by order of the Court, all defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing Date or required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (in each case, without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code), whether monetary or non-monetary, shall be promptly cured pursuant to the terms of the Agreement and this Order on or after the Closing Date or as otherwise agreed to by the Debtors, Purchaser and the applicable Counterparty by the payment of the applicable Cure Cost by the Debtors, in accordance with the Agreement. The Purchaser shall have no liability arising or accruing under the Assigned Contracts on or prior to the Closing, except as otherwise expressly provided in the Agreement or this Order.

Additional Provisions

34. Effective upon the Closing, each Debtor, on behalf of itself and its estate, shall acknowledge that it has no known claim, counterclaim, setoff, recoupment, action or cause of

action of any kind or nature whatsoever against the Purchaser (collectively, the “Released Claims”). Should any Released Claims nonetheless exist, each Debtor, on behalf of itself and its estate, hereby (i) releases and discharges the Purchaser from any claim, cause of action, liability or obligation whatsoever with respect to the Released Claims and (ii) releases, waives and discharges all of the Released Claims against the Purchaser, provided however, that the foregoing release shall not apply to any claim or cause of action of any kind or nature (a) arising under or relating to the Agreement; or (b) for indemnification or contribution related to any third-party claim.

35. The Debtors who are Sellers under the Agreement of their trademarked corporate names are hereby authorized and empowered, upon and in connection with the Closing, to change their corporate names and the caption of these Chapter 11 Cases, consistent with applicable law. The Debtors shall file a notice of change of case caption, containing the new caption and the proposed new corporate names of the applicable Debtors, within ten (10) business days of the Closing, and the change of case caption for these Chapter 11 Cases shall be deemed effective as of the Closing.

36. Each and every Governmental Authority is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and this Order.

37. To the extent permitted by section 525 of the Bankruptcy Code, no Governmental Authority may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the transaction contemplated by the Agreement.

38. The Purchaser has not assumed or is otherwise not obligated for any of the Debtors’ obligations or liabilities other than the Assumed Liabilities as set forth in the Agreement or this

Order, and the Purchaser has not purchased any of the Excluded Assets. Consequently, all persons, Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Liens, Claims, Encumbrances and Interests on such Purchased Assets based upon or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action against the Purchaser or the Purchased Assets, including asserting any setoff, right of subrogation of any kind, to recover any Liens, Claims, Encumbrances and Interests or on account of any liabilities of the Debtors other than Assumed Liabilities pursuant to the Agreement. Except as otherwise set forth in this Order, all persons holding or asserting any Interest in the Excluded Assets are hereby enjoined from asserting or prosecuting such Liens, Claims, Encumbrances and Interests or cause of action against the Purchaser or the Purchased Assets for any liability associated with the Excluded Assets.

39. The Purchaser is not a “successor” or alter-ego to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except as otherwise expressly provided in the Agreement, and the Sale Motion contains sufficient notice of such limitation in accordance with Local Rule 6004-1. Except to the extent the Purchaser assumes the Assumed Liabilities pursuant to the Agreement, neither the purchase of the Purchased Assets by the Purchaser or its affiliates, nor the fact that the Purchaser or its affiliates are using any of the Purchased Assets previously operated by the Debtors, will cause the Purchaser or any of its affiliates to be deemed a successor or alter-ego in any respect to the Debtors’ business within the meaning of, or in connection with, (i) any foreign, federal, state or local revenue, pension, ERISA,

including, but not limited to any withdrawal liability, tax, labor, employment, antitrust, environmental laws, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), (ii) under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, (iii) except as expressly set forth in the Agreement any employment or labor agreements, collective bargaining agreements, including the Collective Bargaining Agreements, consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtors are a party, (iv) any pension, health, welfare, compensation or other employee or retiree benefit plans, agreements, practices and programs, including, without limitation, Sellers' Plans and any pension plan of the Debtors, (v) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements, collective bargaining agreements, or pension, health, welfare, compensation or other employee or retiree benefit plans, agreements, practices and programs, and any obligations that might otherwise arise from any such cessation, dismissal or termination pursuant to any law of the United States, any State therein, or any other jurisdiction in the world, whether such obligations arise under any contract, agreement, statute, regulation, ordinance, common law, public policy, constitution or any other source, including without limitation, the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or WARN, (vi) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including, without

limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, (vii) any liabilities, debts or obligations of or required to be paid by, the Debtors for any taxes of any kind for any period, (viii) any liabilities, debts, commitments or obligations for any taxes relating to the operation of the Purchased Assets prior to Closing, and (ix) any litigation. The Purchaser shall have no successor, alter-ego or vicarious liabilities of any kind or character.

40. Except with respect to Assumed Liabilities and Permitted Encumbrances, all persons and entities, including, but not limited to, all debt security holders, equity security holders, Governmental Authorities, lenders, trade creditors, litigation claimants and other creditors, holding Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the operation of the Debtors' Business prior to the Closing Date or the transfer of the Purchased Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting, against the Purchaser, any of its affiliates, its successors or assigns, their property or the Purchased Assets, such persons' or entities' Liens, Claims, Encumbrances or Interest, other than Assumed Liabilities and Permitted Encumbrances, in and to the Purchased Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, any of its affiliates, successors, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, any of its affiliates, successors, assets or properties; (iii) creating, perfecting

or enforcing any Lien or other Claim against the Purchaser, any of its affiliates, successors, assets or properties; (iv) asserting any setoff or right of subrogation of any kind against any obligation due Purchaser, any of its affiliates or successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Purchased Assets or conduct any of the business operated with the Purchased Assets.

41. Subject to the terms of the Agreement and the terms of this Order, the Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Purchaser, without further action or order of the Bankruptcy Court; provided, however, any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Agreement and any related agreements.

42. The failure specifically to include any particular provisions of the Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court, the Debtors and the Purchaser that the Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

43. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the sale and transactions contemplated by the Agreement.

44. Pursuant to the terms of and subject to the conditions contained in the Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will

have access to the Debtors' books and records subject to the terms of, and for the specified purposes set forth in, and in accordance with, Sections 7.1(c) and 7.7 of the Agreement.

45. To the extent any provisions of this Order conflict with the terms and conditions of the Agreement, this Order shall govern and control.

46. Notwithstanding that the Debtors' cases are not substantively consolidated, this Order shall have the same effect and binding nature in each of the Debtors' cases as if entered in each case as a separate order.

47. This Order and the Agreement shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Purchaser, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in applicable chapter 7 cases if these cases are converted from chapter 11, all creditors of any Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets.

48. The provisions of this Order are non-severable and mutually dependent.

49. Nothing in any order of this Bankruptcy Court or contained in any plan of reorganization or liquidation confirmed in the Chapter 11 Cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

50. Notwithstanding Bankruptcy Rules 6003, 6004, 6006 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the

absence of any person or entity obtaining a stay pending appeal, the Debtors and the Purchaser are free to close under the Agreement at any time, subject to the terms of the Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and the Purchaser close under the Agreement, the Purchaser shall be deemed to be acting in “good faith” and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

51. The Agreement shall be in full force and effect, regardless of any Debtor’s lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

52. Nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting or otherwise impair or diminish any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

53. After giving due consideration to the facts, circumstances, and conditions of the Agreement, the Sale is consistent with the Debtors’ privacy policies concerning personally identifiable information and no showing was made that the sale of any personally identifiable information contemplated in the Agreement, subject to the terms of this Order, would violate applicable non-bankruptcy law.

54. From time to time, as and when requested by any party, each party to the Agreement shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Agreement.

55. This Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, and the Agreement in all respects and to decide any disputes concerning this Order and the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets and any Assigned Contracts, disputes with any third parties related to the Purchased Assets and any Assigned Contracts, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, Claims, Encumbrances and Interests, and the attachment of such Liens, Claims, Encumbrances and Interests to the proceeds of the Sale, if any. This Bankruptcy Court shall specifically retain jurisdiction to hear and determine all disputes between the Purchaser and the Debtors or any other Entity concerning the ownership, entitlement and/or turnover of any proceeds of accounts receivable owned by the Purchaser or its designee(s) which arose out of or in connection with the Purchased Assets.

Dated: August __, 2024
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 4

ABC Stalking Horse APA

ASSET PURCHASE AGREEMENT

by and among

the Sellers set forth on Schedule A

and

ABC Bus, Inc.

Dated as of May 7, 2024

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “Agreement”) is made as of May 7, 2024 (the “Agreement Date”), by and among the entities set forth on Schedule A hereto (collectively, the “Sellers” and individually each a “Seller”), and ABC Bus, Inc., a Missouri corporation, or its designee (the “Purchaser”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

WHEREAS, Sellers are in the business of providing motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, throughout the United States (the “Business”);

WHEREAS, Sellers and certain of its affiliates (together the “Debtors”) intend to file a voluntary petition for relief (the “Filing”) commencing cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, Sellers desire to sell to the Purchaser, all of the Purchased Assets, and the Purchaser desires to purchase from Sellers all of the Purchased Assets upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement pursuant to section 105, 363 and 365 of the Bankruptcy Code, and pursuant to the Sale Order; and

WHEREAS, the execution and delivery of this Agreement and Sellers’ ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 DEFINITIONS

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

(a) “Accounts Receivable” means, with respect to the Business, all accounts receivable and other rights to payment generated by such Business and the full benefit of all security for such accounts receivable or rights to payment, including all accounts receivable in respect of goods shipped or products sold or services rendered to customers of such Business, any other miscellaneous accounts receivable of such Business, and any claim, remedy or other right of such Business related to any of the foregoing.

(b) “Action” means any action, arbitration, audit, claim, cause of action, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

(c) “Affiliate” means, as to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(d) “Agreement” has the meaning specified in the preamble.

(e) “Agreement Date” has the meaning specified in the preamble.

(f) “Allocation” has the meaning specified in Section 3.4.

(g) “Alternative Transaction” has the meaning specified in Section 9.1.

(h) “Ancillary Documents” means the Bills of Sale, powers of attorney, the Assignment Agreement, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the Parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

(i) “Assignment Agreement” means the Assignment Agreement in substantially the form of Exhibit A.

(j) “Avoidance Actions” means any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code.

(k) “Bankruptcy Case” means the case, as jointly administered, commenced by Sellers under chapter 11 of the Bankruptcy Code, styled *In re Coach USA, Inc., et al.*, and pending before the Bankruptcy Court.

(l) “Bankruptcy Code” means title 11 of the United States Code, sections 101-1532.

(m) “Bankruptcy Court” has the meaning specified in the recitals.

(n) “Bidding Procedures” means, collectively, the bidding procedures for the solicitation and submission of bids and conducting an auction with respect to the acquisition of the Purchased Assets approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, which shall be substantially in the form attached as Exhibit 1 to the Bidding Procedures Order.

(o) “Bidding Procedures Order” means an Order of the Bankruptcy Court, which shall be substantially in the form attached hereto as Exhibit B approving the Bidding

Procedures and approving the amount, timing, and terms of payment of the Break-Up Fee and Purchaser Expense Reimbursement.

(p) “Bills of Sale” means one or more Bills of Sale in substantially the form attached hereto as Exhibit C.

(q) “Books and Records” means all paper and electronic versions of files, instruments, records, books, contracts, agreements or other documents, to the extent solely and exclusively related to the Purchased Vehicles or any parts, equipment or component thereof (including, to the extent applicable, all title and maintenance records and any leases relating to any parts, equipment or component of the Purchase Vehicles).

(r) “Break-Up Fee” has the meaning set forth in Section 6.4(a).

(s) “Business” has the meaning specified in the recitals.

(t) “Business Day” means any day of the year on which banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

(u) “Cash and Cash Equivalents” means all Sellers’ cash (including petty cash and checks received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper and government securities and other cash equivalents.

(v) “Cash Amount” has the meaning specified in Section 3.1(b).

(w) “Claim” has the meaning given that term in section 101(5) of the Bankruptcy Code.

(x) “Closing” has the meaning specified in Section 3.5.

(y) “Closing Date” has the meaning specified in Section 3.5.

(z) “Code” means the United States Internal Revenue Code of 1986, as amended.

(aa) “Contract” means any agreement, contract, obligation, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, to which a Seller is party.

(bb) “Debtors” has the meaning specified in the recitals.

(cc) “DIP Agent” means Wells Fargo, National Association, in its capacity as administrative agent and collateral agent for the DIP Lenders.

(dd) “DIP Credit Agreement” means that certain Superpriority Debtor-in-Possession Credit Agreement, among Debtors, the lenders from time to time party thereto, and the DIP Agent (as may be amended, modified or supplemented from time to time in accordance therewith).

(ee) “DIP Lenders” has the meaning set forth in the DIP Credit Agreement.

(ff) “Encumbrance” means any interest, charge, lien, Claim, mortgage, lease (including leases on parts, equipment or components (including tires) with respect to the Purchased Assets), sublease, license or use and occupancy rights or agreement, hypothecation, deed of trust, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, survey exception, reciprocal easement, or other similar restriction or encumbrance of any kind.

(gg) “Escrow Account” has the meaning specified in Section 3.3.

(hh) “Escrow Holder” has the meaning specified in Section 3.3.

(ii) “Excluded Assets” has the meaning specified in Section 2.2.

(jj) “Excluded Liabilities” has the meaning specified in Section 2.3.

(kk) “Filing” has the meaning specified in the recitals.

(ll) “Final Order” means an action taken or Order issued by the applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by Legal Requirement, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before the Governmental Authority and the time for filing any such petition or protest is passed; (iii) the Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

(mm) “Fraud” means actual, intentional, willful or knowing fraud under Delaware law (and not solely a constructive fraud, equitable fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) by or on behalf of a party to this Agreement in the making of a representation or warranty set forth in this Agreement or in any certificate delivered pursuant to this Agreement at the Closing.

(nn) “Good Faith Deposit” has the meaning specified in Section 3.3.

(oo) “Governmental Authority” means any federal, state, local or foreign governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof

or any federal, state, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission.

(pp) “Governmental Consents” has the meaning specified in Section 4.4.

(qq) “IRS” means the United States Internal Revenue Service.

(rr) “Legal Requirement” means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, principle of common law, regulation, statute or treaty.

(ss) “Liability” means any debt, loss, Claim, damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise), and including all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

(tt) “Material Adverse Effect” means any fact, event, development, circumstance, occurrence or effect that prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Sellers to consummate the transactions contemplated by this Agreement.

(uu) “Next-Highest Bidder” has the meaning set forth in the Bidding Procedures Order.

(vv) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

(ww) “Ordinary Course of Business” means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the applicable Seller in the ordinary and usual course) through the Agreement Date, consistent with past practice and operations in a bankruptcy.

(xx) “Party” or “Parties” means, individually or collectively, the Purchaser and Sellers.

(yy) “Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

(zz) “Petition Date” means the date on which the Sellers commence their Bankruptcy Case.

(aaa) “Purchase Price” has the meaning specified in Section 3.1.

(bbb) “Purchased Assets” has the meaning specified in Section 2.1.

(ccc) “Purchased Vehicles” has the meaning specified in Section 2.1.

(ddd) “Purchaser” has the meaning specified in the preamble.

(eee) “Purchaser Expense Reimbursement” means the sum of the aggregate amount of Purchaser’s reasonable and documented out-of-pocket costs and expenses (including expenses of outside counsel, accountants and financial advisors, which shall be based on summary invoices, redacted to preserve privilege or confidential information) incurred by Purchaser prior to termination of this Agreement in connection with Purchaser’s evaluation, consideration, negotiation and documentation of a possible transaction with Sellers pursuant to the Bankruptcy Code or the transactions contemplated by this Agreement and performing its obligations hereunder or otherwise in connection with the transactions contemplated by this Agreement; provided, however, that the Purchaser Expense Reimbursement will not exceed an aggregate amount equal to \$25,000.

(fff) “Representative” means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(ggg) “Restructuring Transaction” means (i) any recapitalization transaction, plan of reorganization, liquidation or sale, including any such transaction by way of credit bid or by any creditor of a Seller, involving (directly or indirectly) all or any portion of the Purchased Assets or (ii) any merger, consolidation, share exchange, business combination or similar transaction (directly or indirectly) involving all or any portion of the Purchased Assets, in each case whether in one transaction or a series of transactions.

(hhh) “Sale Order” means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit D (with such other changes as may be mutually reasonably acceptable to the Parties), pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code (i) authorizing and approving, *inter alia*, the sale of the Purchased Assets to the Purchaser on the terms and conditions set forth herein free and clear of all Liabilities and Encumbrances, and (ii) containing certain findings of facts, including a finding that the Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

(iii) “Schedules” means the disclosure schedules attached hereto that Sellers have prepared and delivered to the Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, and other matters with respect to the Seller Entities as set forth therein.

(jjj) “Sellers” has the meaning specified in the preamble.

(kkk) “Straddle Period” means any taxable period that includes, but does not end on, the Closing Date.

(lll) “Successful Bidder” has the meaning set forth in the Bidding Procedures Order.

(mmm) “Tax” or “Taxes” (and with correlative meaning, “Taxable” and “Taxing”) means any federal, state, local, foreign or other income, alternative, minimum, alternative minimum, add-on minimum, franchise, capital stock, net worth, capital, profits, intangibles, inventory, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy or other governmental charge or assessment or deficiencies thereof (including all interest, penalties and fines thereon and additions thereto whether disputed or not).

(nnn) “Tax Return” means any return, report or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax including any combined, consolidated or unitary returns of any group of entities.

(ooo) “Transfer Taxes” has the meaning specified in Section 7.1(b).

(ppp) “United States” and “U.S.” mean the United States of America.

(qqq) “Vehicles” means all motor vehicles, trucks and other rolling stock and all assignable warranties related thereto.

(rrr) “Wells Fargo” means Wells Fargo Bank, National Association, together with its predecessors, successors and assigns.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to \$ shall mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. All Exhibits and Schedules are subject to the mutual agreement of the Parties at the time of execution of this Agreement by all of the Parties. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only, shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

SECTION 2 **PURCHASE AND SALE**

2.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, each Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase, free and clear of all Liabilities and Encumbrances, all right, title and interest in, to or under the following properties and assets of such Seller (herein collectively called the “Purchased Assets”): (a) the Vehicles listed on Schedule 4.5, including, for the avoidance of doubt, tires free and clear of any leases (the “Purchased Vehicles”); (b) all Books and Records; and (c) warranties that relate solely to the Purchased Vehicles or any parts, equipment or component thereof.

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Purchaser, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of and under this Agreement, the term “Excluded Assets” shall mean all assets other than the Purchased Assets specifically enumerated in the definition thereof, including:

- (a) all Cash and Cash Equivalents and Accounts Receivable;
- (b) all shares of capital stock or other equity interest of any Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller;

- Sellers;
- (c) all minute books, stock ledgers, corporate seals and stock certificates of
 - (d) any Contracts, except for warranties that relate solely to the Purchased Vehicles or any parts, equipment or component thereof;
 - (e) all leases of leased real property and rights thereunder;
 - (f) any rights, claims or causes of action of Sellers under this Agreement or the Ancillary Documents, including all right, title and interest to the Cash Amount;
 - (g) all rights, receivables, claims or causes of action related to any Excluded Asset;
 - (h) all insurance policies of Sellers and all rights under any insurance policies;
 - (i) the Avoidance Actions; and
 - (j) Tax Returns and tax-related records of each Seller, any and all Claim, right or interest of Sellers in or with respect to any refund, rebate, abatement or other recovery for Taxes or any other Tax asset with respect to the Business or the Purchased Assets, together with any interest due thereon or penalty rebate arising therefrom.

2.3 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary the Purchaser shall not assume and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of Sellers, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers (collectively the “Excluded Liabilities”).

2.4 Further Assurances .

(a) On the Closing Date, (i) Sellers (as applicable) and the Purchaser shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in the Purchaser title to the Purchased Assets free and clear of all Claims and Encumbrances. On or before the date that is thirty (30) days after the Closing Date (the “Outside Transfer Date”), Purchaser shall, at its own cost and expense, take possession and control of the Purchased Assets and remove all Purchased Vehicles from the Sellers’ facilities. Sellers and the Purchaser shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby. At the Closing, and at all times thereafter as may be necessary, the Purchaser shall reasonably cooperate with Sellers at Sellers’ request to facilitate the procurement, possession and return to Sellers of any Excluded Assets.

(b) Without limiting the generality of the foregoing, Sellers agree that from the Closing Date until the Outside Transfer Date, Sellers shall do all things necessary for Purchaser to procure, and take physical possession of the Purchased Assets, including granting or delivering to Purchaser all licenses or authorizations necessary to enter and use each location where the Purchased Assets are located for purposes of procuring and taking physical possession of such

Purchased Assets. Sellers acknowledge that Purchaser is not an insurer of the Sellers' personal property.

(c) The parties hereto agree, and the Sellers hereby expressly acknowledge, that Purchaser shall not be responsible for the removal or disposition of any environmentally hazardous chemicals, solvents or substances found at any location or in the Purchased Assets, other than those normally used with respect to the Purchased Assets, or obtaining or maintaining any environmental permits. The Sellers shall be responsible for ensuring that the Sellers possess and are in compliance with all environmental permits and Legal Requirements that are required for the operation of the Business and maintenance of the Purchased Assets.

SECTION 3 **PURCHASE PRICE**

3.1 Purchase Price. Subject to the terms and conditions set forth in this Agreement, the purchase price to be paid by the Purchaser in exchange for the Purchased Assets (the "Purchase Price") shall be the sum of the following:

- (a) the Good Faith Deposit; plus
- (b) the "all cash" sum in the amount of \$2,101,500, (such amount, the "Cash Amount").

3.2 Closing Date Payment. At the Closing, the Purchaser shall satisfy the Purchase Price by delivery of the Cash Amount via wire transfer of immediately available funds to the accounts designated by Sellers.

3.3 Good Faith Deposit. Upon Purchaser's execution of this Agreement, the Purchaser shall deposit into an escrow account (the "Escrow Account") with Young Conaway Stargatt & Taylor, LLP (or other mutually agreed upon escrow agent), as escrow agent (the "Escrow Holder") an amount equal to \$233,500 (the "Good Faith Deposit") in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of this Agreement by Sellers, the Good Faith Deposit (1) shall become nonrefundable upon the termination of this Agreement by (x) Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) or (y) either Sellers or Purchaser pursuant to Section 9.1(c) if in the case of this clause (y), (A) the conditions in Sections 8.1 and 8.2 have been satisfied or are capable of being satisfied or have been waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), and (B) Purchaser has failed to satisfy its obligations to effect the Closing by the date the Closing is required to have occurred pursuant to Section 3.5 and (2) shall be refunded to the Purchaser upon the termination of this Agreement for any other reason, including under Sections 9.1(a), (b), or (e) through (j) (subject to Section 9.3). At the Closing, the Good Faith Deposit (and any interest or income accrued thereon) shall be paid over to Sellers and upon such payment, credited and applied toward payment of the Purchase Price and the amount of any such interest or income accrued on the Good Faith Deposit as of the Business Day prior to the Closing Date shall be credited dollar for dollar against the Cash Amount. In the event the Good Faith Deposit becomes nonrefundable as provided herein before the Closing

by reason of a termination pursuant to Section 9.1(d), the Escrow Holder shall immediately disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated herein terminate in accordance with the termination provisions hereof by any reason other than pursuant to Section 9.1(d) before the Sale Order is entered by the Bankruptcy Court, the Escrow Holder shall return to the Purchaser the Good Faith Deposit (together with all income or interest accrued thereon).

3.4 Allocation of Purchase Price. For tax reporting purposes only, the Purchase Price shall be allocated among the Purchased Assets in a manner determined by the Purchaser and Sellers in their reasonable discretions (the "Allocation") in accordance with Section 1060 of the Code and the treasury regulations promulgated thereunder, and, if applicable, the Purchaser and Sellers shall establish the Allocation within 45 days of the Closing Date. Neither the Purchaser nor any Seller shall take any position on any Tax Return or with any Governmental Authority that is inconsistent with the Allocation, except as required by law. In the event that any Governmental Authority disputes the Allocation, Sellers or the Purchaser, as the case may be, shall promptly notify the other Party of the nature of such dispute. The Purchaser and Sellers agree to prepare and timely file all applicable IRS forms required in connection with the transactions contemplated by this Agreement, including Form 8594, and other governmental forms, to cooperate with each other in the preparation of such forms and to furnish each other with a copy of such forms prepared in draft, within a reasonable period prior to the filing due date thereof.

3.5 Closing Date. Upon the terms and conditions set forth in this Agreement the closing of the sale of the Purchased Assets contemplated hereby (the "Closing") shall take place at the offices of Alston & Bird LLP located at 90 Park Avenue, New York, New York 10016, as promptly as practicable, and at no time later than the earlier of (a) the third Business Day, following the date on which the conditions set forth in Section 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), and (b) forty-five (45) days after the Petition Date, or at such other place or time as the Purchaser and Sellers may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date".

3.6 Deliveries of the Purchaser. At or prior to the Closing, the Purchaser shall deliver to Sellers, as applicable:

- (a) the Cash Amount;
- (b) the Assignment Agreement, and each other Ancillary Document to which the Purchaser is a party, duly executed by the Purchaser;
- (c) the officer's certificates required to be delivered pursuant to Section 8.3(a)(i) and 8.3(a)(ii); and

3.7 Deliveries of Sellers. At or prior to the Closing, Sellers shall deliver to the Purchaser:

- (a) the Bills of Sale, the Assignment Agreement, and each other Ancillary Document to which a Seller is a party, duly executed by each Seller;
- (b) the officer's certificate required to be delivered pursuant to Section 8.2(a)(i) and 8.2(a)(ii);
- (c) a complete and duly executed IRS Form W-9 by each Seller;
- (d) a certificate of good standing, or equivalent document, for each Seller, as certified by the applicable Government Authority;
- (e) all duly executed and/or endorsed certificates of title, title transfer documents, and original title documents with respect to each of the Purchased Vehicles, in each case in transferrable and/or recordable format reasonably satisfactory to Purchaser;
- (f) all Books and Records;
- (f) all information and credentials reasonably necessary for Purchaser and its Affiliates and each of their Representatives to take physical delivery of the Purchased Assets (including keys for such Purchased Vehicles), including access credentials for each of the locations where the Purchased Assets and keys are located, together with contact information for any individuals necessary for Purchaser and its Affiliates and their Representatives to access such locations; and
- (g) all instruments and documents necessary to release any and all Encumbrances, including appropriate UCC financing statement amendments (including termination statements).

SECTION 4

REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, except as set forth in the Schedules, with disclosure of any item in any section or subsection of the Schedules deemed disclosed with respect to the section or subsection of this Agreement to which it corresponds and any other section or subsection of this Agreement to the extent the applicability of such disclosure is reasonably apparent on its face (without any requirement that the other Sections be cross-referenced), Sellers represents and warrants to the Purchaser as follows:

4.1 Organization of Sellers. Each Seller is an entity duly incorporated or organized, as the case may be, validly existing and in good standing under the laws of its state of incorporation or formation. Each Seller is in good standing in each jurisdiction in which the ownership or leasing of its properties or the conduct of its businesses requires such qualification, except where failure to so qualify or be in good standing would not have a Material Adverse Effect.

4.2 Authority of Sellers.

(a) Each Seller has full power and authority to execute, deliver and, subject to the entry of the Sale Order, perform its obligations under, and consummate the transactions contemplated by, this Agreement and each of the Ancillary Documents to which such Seller is a party, and to sell, transfer and assign the Purchased Assets to the Purchaser in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and such Ancillary Documents by such Seller, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on the part of such Seller and, subject to the entry of the Sale Order, does not require any authorization or consent of any shareholders or members of such Seller that has not been obtained. This Agreement has been duly authorized, executed and delivered by such Seller and, subject to the entry of the Sale Order, is the legal, valid and binding obligation of such Seller enforceable in accordance with its terms, and each of the Ancillary Documents to which such Seller is a party has been duly authorized by such Seller and upon execution and delivery by such Seller and subject to the entry of the Sale Order, will be a legal, valid and binding obligation of such Seller enforceable in accordance with its terms.

(b) Subject to receipt of the Governmental Consents (if any are required), and after giving effect to the Sale Order, none of the execution and delivery of this Agreement or any of the Ancillary Documents by each Seller, the consummation by such Seller of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by such Seller, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or loss of a material benefit, or result in the creation of any Encumbrance on any of the Purchased Assets (in each case with or without notice or lapse of time or both), under (i) any charter (or similar governing instrument) or by-laws (or similar governing document) of such Seller, (ii) any Order to which such Seller is bound or any Purchased Asset is subject or (iii) any Legal Requirement affecting such Seller or the Purchased Assets.

4.3 Title to the Purchased Assets. Sellers have, and, upon delivery to the Purchaser on the Closing Date of the instruments of transfer contemplated by Section 3.7, and subject to the terms of the Sale Order, Sellers will thereby transfer to Purchaser, good and valid title to all of the Purchased Assets, free and clear of all Liabilities or Encumbrances.

4.4 Consent and Approvals. To the knowledge of Sellers, Schedule 4.4 sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority or of any other Person, and each declaration to or filing or registration with any such Governmental Authority, that is required in connection with the execution and delivery of this Agreement and the Ancillary Documents by Sellers or the performance by Sellers of their obligations thereunder (the "Governmental Consents").

4.5 Vehicles.

(a) Schedule 4.5(a) contains the following information:

(i) a list of all Purchased Vehicles; and

(ii) for each Purchased Vehicle, (A) owner thereof (who, for the avoidance of doubt, is a Seller hereunder), (B) the odometer reading, as of the last day the Sellers recorded the odometer reading in the Ordinary Course of Business, (C) the respective vehicle identification number or equivalent thereof, (D) the manufacturer and model year, and (E) the physical location(s) of such Purchased Vehicle and keys on the Closing Date, and whether such location is owned or leased by the Sellers.

(b) To Sellers' knowledge, none of the Purchased Vehicles has been the subject of theft, loss, casualty, or destruction (except for such thefts, losses, casualties, and destruction that are within the range customarily experienced in the Ordinary Course of Business).

(c) The number of Purchased Vehicles is equal to 143.

4.6 NO OTHER REPRESENTATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4 (AS MODIFIED BY THE SCHEDULES), NO SELLER MAKES ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING THE PURCHASED ASSETS), LIABILITIES, OR THE BUSINESS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLERS NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF ANY SELLER.

SECTION 5 **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser hereby represents and warrants to Sellers as follows:

5.1 Organization and Authority of the Purchaser. (a) The Purchaser is a corporation, validly existing and in good standing under the laws of the State of Missouri. The Purchaser has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and all of the Ancillary Documents to which it is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by the Purchaser have been duly authorized and approved by all required action on the part of the Purchaser and do not require any further authorization or consent of the Purchaser or its shareholders or members. This Agreement has been duly authorized, executed and delivered by the Purchaser and is the legal, valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms, and each Ancillary Document to which the Purchaser is a party has been duly authorized by the Purchaser and upon execution and delivery by the Purchaser will be a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as (i) enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws

affecting creditors rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses.

(b) Neither the execution and delivery of this Agreement or any of such Ancillary Documents nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (A) the Purchaser's organizational documents, (B) any Order to which the Purchaser is a party or by which it is bound or (C) any Legal Requirement affecting the Purchaser; or

(ii) require the approval, consent, authorization or act of, or the making by the Purchaser of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court.

5.2 Litigation. There are no pending or, to the knowledge of the Purchaser, threatened Actions by any Person or Governmental Authority against or relating to the Purchaser (or any Affiliate of the Purchaser) or by the Purchaser or their respective assets or properties are or may be bound that, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement and the Ancillary Documents to which it is a party or for the Purchaser to consummate on a timely basis the transactions contemplated hereby or thereby.

5.3 No Brokers. Neither the Purchaser nor any Person acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement for which a Seller is or will become liable, and the Purchaser shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

5.4 Good Faith. To the Purchaser's knowledge, there exist no facts or circumstances that would cause, or be reasonably expected to cause, the Purchaser and/or its Affiliates not to qualify as "good faith" purchasers under Section 363(m) of the Bankruptcy Code.

5.5 Financing. The Purchaser has, and all times through the Closing will have, (x) all funds necessary to consummate the transactions contemplated by this Agreement, including to promptly pay or discharge, when due, the Cash Amount and any other expenses and payments incurred by Purchaser in connection with the transactions contemplated by this Agreement and (y) capabilities (financial or otherwise) to perform its obligations hereunder. Purchaser has not and will not have incurred any obligation, commitment, restriction or Liability of any kind, that would impair or adversely affect such resources and capabilities.

5.6 Ownership of Sellers. The Purchaser does not hold, directly or indirectly, any beneficial or other ownership interest in any Seller or their respective securities.

5.7 No Inducement or Reliance. The Purchaser acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person is making, and the Purchaser is not relying

on, any representations or warranties whatsoever, statutory, expressed or implied, written or oral, at law or in equity, beyond those expressly made by Sellers in Section 4 hereof (as modified by the Schedules).

SECTION 6

ACTION PRIOR TO THE CLOSING DATE

6.1 Conduct of Business Prior to the Closing Date. From and after the Agreement Date until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms of Section 9 hereof, Sellers shall maintain the Purchased Assets and operate and carry on the Business in all material respects only in the Ordinary Course of Business, except as otherwise expressly required by this Agreement or the Bankruptcy Case or with the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary in this Section 6.1, the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of this Section 6.1.

6.2 Notification of Breach; Disclosure. Each Party shall promptly notify the other of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement). During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this Section 6.2 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

6.3 Insurance. Until the Closing, Sellers shall not, without the Purchaser's prior written consent, deliver written notice of cancellation to the issuer thereof with respect to any of Sellers' existing insurance policies with respect to the Purchased Assets.

6.4 Bankruptcy Court Approval; Procedures.

(a) Sellers acknowledge that (i) Purchaser has expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of the Purchased Assets, (ii) Sellers' agreement to pay the Break-Up Fee and Purchaser Expense Reimbursement on the terms set forth herein are an integral part of the transactions contemplated by this Agreement and are a necessary inducement for the Purchaser to enter into this Agreement, and (iii) Purchaser's efforts have substantially benefited Sellers and will benefit Sellers and will benefit the bankruptcy estates of Sellers through the submission of the offer reflected in this Agreement which will, among other things, serve as a minimum bid on which other potentially interested bidders can rely. In consideration thereof, Sellers, jointly and severally, shall pay to Purchaser, in accordance with the terms hereof, and the Bidding Procedures Order and subject to approval by the Bankruptcy Court, (A) a break-up fee (the "Break-Up Fee") in an amount equal to \$93,000 and (B) the Purchaser Expense Reimbursement. The Break-Up Fee shall only be payable following the termination of this Agreement pursuant to Section 9.1(f). The Purchaser Expense Reimbursement shall only be payable following termination of this agreement

pursuant to Section 9.1(c), or (e) through (j). If payable hereunder, the Break-Up Fee and Purchaser Expense Reimbursement shall be paid to an account designated by Purchaser by wire transfer of immediately available funds within three (3) Business Days after the closing of a Restructuring Transaction. The Break-Up Fee and Purchaser Expense Reimbursement shall, subject to Bankruptcy Court approval, constitute an administrative expense against each Seller and its respective estate in the Bankruptcy Case under Sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code. Payment of the Break-Up Fee and Purchaser Expense Reimbursement pursuant to this Section 6.4(a) shall constitute liquidated damages for the events described in Section 9.1(c, e, f, g, h, i, and j), and Sellers shall not have any further liability to the Purchaser.

(b) Sellers and the Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to Bankruptcy Court approval. Sellers and the Purchaser acknowledge that to obtain such approval, Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court and conducting an auction in respect of the Purchased Assets.

(c) Purchaser understands and agrees that Sellers are debtors in possession in bankruptcy and will conduct a sale process and auction and that Sellers shall use this Agreement as the base bid for the Purchased Assets (*i.e.*, as a “stalking horse bid”). The Purchaser shall be entitled to participate in any auction beyond its base bid pursuant to this Agreement and the Bidding Procedures Order. If an auction is conducted pursuant to the Bidding Procedures Order and Purchaser is not the Successful Bidder, Purchaser shall, in accordance with and subject to the Bidding Procedures Order, be required to serve as the Next-Highest Bidder if Purchaser is the next highest or otherwise best bidder for the Purchased Assets at auction.

(d) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Bidding Procedures Order, or the Sale Order, Sellers shall promptly notify the Purchaser of such appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice of appeal or order of stay. Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from such orders. Sellers will be deemed to have complied with such notice requirements if copies of such documents are otherwise served on Purchaser. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Sellers shall use their commercially reasonable efforts to defend such appeal.

6.5 Bankruptcy Filings. From and after the Agreement Date, prior to filing any papers or pleadings in the Bankruptcy Case that relate, in whole or in part, to this Agreement or the Purchaser, Sellers shall provide the Purchaser with a copy of such papers or pleadings at least one (1) day prior to filing with the Bankruptcy Court, which papers and pleadings shall be in form and substance reasonably acceptable to Purchaser.

SECTION 7
ADDITIONAL AGREEMENTS

7.1 Taxes.

(a) All personal property taxes and other ad valorem taxes levied with respect to the Purchased Assets (other than Transfer Taxes) for a Straddle Period shall be apportioned based on the number of days of the Straddle Period ending on and including the Closing Date and the number of days of the Straddle Period after the Closing Date. The applicable Seller shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period ending on and including the Closing Date, and Purchaser shall be liable for the amount of such taxes that is attributable to the remaining portion of the Straddle Period. Each Seller and Purchaser shall cooperate to promptly pay or reimburse the other for any such taxes based on their respective liability for such taxes as determined pursuant to this Section 7.1(a). Any refunds of such taxes with respect to a Straddle Period shall be apportioned between the applicable Seller and Purchaser in a similar manner.

(b) Without limiting the other terms set forth in this Agreement, any sales Tax, use Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(a) of the Bankruptcy Code (“Transfer Taxes”) shall be borne by the Purchaser. The Purchaser shall, at its own expense, file any necessary Tax Returns relating to Transfer Taxes and other documentation with respect to any Transfer Taxes.

(c) The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Straddle Period and for all prior taxable periods. The Purchaser and Sellers shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for any Straddle Period and all prior taxable periods until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business for any Straddle Period and for all prior taxable periods.

7.2 Release. Effective as of the Closing, the Purchaser, on behalf of itself and its successors, assigns, Representatives, administrators and agents, and any other person or entity claiming by, through, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge each Seller and each of the Sellers’ past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Business or the Purchased Assets on or prior to the Closing, except for any acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the

transactions contemplated by this Agreement. For the avoidance of doubt, this Section 7.2 shall not affect claims, if any, arising under or related to agreements between Purchaser and Sellers entered into prior to the Agreement Date that are unrelated to this transaction.

SECTION 8

CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Each Party. The respective obligations of each Party to effect the sale and purchase of the Purchased Assets shall be subject to the fulfillment (or, if permitted by applicable Legal Requirement, waiver) on or prior to the Closing Date, of the following conditions:

(a) the Sale Order shall have been entered and become a Final Order; and

(b) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

8.2 Conditions to Obligations of the Purchaser.

(a) The obligation of the Purchaser to purchase the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Sellers contained herein shall be true and correct as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), interpreted without giving effect to any Material Adverse Effect or materiality qualifications therein, except where all failures of such representations and warranties to be true and correct, in the aggregate, do not have a Material Adverse Effect, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(ii) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof; and

(iii) Sellers shall be prepared to deliver, or cause to be delivered, to the Purchaser at Closing all of the items set forth in Section 3.7.

(b) Any condition specified in Section 8.2(a) may be waived by the Purchaser; provided that no such waiver shall be effective against the Purchaser unless it is set forth in a writing executed by the Purchaser.

8.3 Conditions to Obligations of Sellers.

(a) The obligations of Sellers to sell the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of the Purchaser contained herein shall be true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date) and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;

(ii) the covenants and obligations that the Purchaser is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof; and

(iii) each of the deliveries required to be made to Sellers pursuant to Section 3.6 shall have been so delivered.

(b) Any condition specified in Section 8.3(a) may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

SECTION 9 **TERMINATION**

9.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other Parties hereto, at any time prior to the Closing Date:

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

(b) by either the Purchaser or Sellers if any Order that prohibits the consummation of the transaction shall have become final and not appealable;

(c) by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to the date which is fourteen (14) days after entry of the Sale Order (the "Termination Date"); provided, however that the right to terminate this Agreement under this Section 9.1(c) will not be available to a Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before the Termination Date;

(d) by written notice from Sellers to the Purchaser, if the Purchaser breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.3(a)(i) or 8.3(a)(ii), and (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to the Purchaser of such breach or failure to perform; provided, however, that Sellers shall not be permitted to terminate this Agreement

pursuant to this Section 9.1(d) if Sellers are then in breach of the terms of this Agreement such that the conditions set forth in Section 8.2(a)(i) or 8.2(a)(ii) would not be satisfied;

(e) by written notice from the Purchaser to Sellers, if any Seller breaches or fails to perform in any respect any of Sellers' representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.2(a)(i) or 8.2(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to Sellers of such breach or failure to perform; provided, however, that the Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(e) if the Purchaser is then in breach of the terms of this Agreement such that the conditions set forth in Section 8.3(a)(i) or 8.3(a)(ii) would not be satisfied;

(f) by either the Purchaser or Sellers if (i) any Seller enters into a definitive agreement with respect to an Alternative Transaction, (ii) the Bankruptcy Court enters an Order approving an Alternative Transaction, and (iii) an Alternative Transaction is consummated;

(g) the Bankruptcy Case is (A) dismissed, (B) converted to a case or cases under chapter 7 of the Bankruptcy Code, or (C) if a trustee or examiner with expanded powers to operate or manage the financial affairs, the business, or the reorganization of any Seller is appointed in any of the Bankruptcy Cases;

(h) by Purchaser, if Sellers have failed to obtain entry of an effective and unstayed Bidding Procedures Order that is reasonably acceptable to Buyer (which shall include approval of the Break-Up Fee and Purchaser Expense Reimbursement) by no later than the date that is thirty (30) days after the Petition Date; provided, further, that the Parties agree that Bidding Procedures and Bidding Procedures Order in substantially the form attached hereto as Exhibit B are acceptable to Buyer and Sellers;

(i) by Purchaser, if the Bidding Procedures Order (including the Bidding Procedures, Break-Up Fee, or Purchaser Expense Reimbursement) or the Sale Order is modified in any material respect without the consent of the Purchaser; or

(j) by Purchaser, if the Bankruptcy Court enters an order pursuant to section 362 of the Bankruptcy Code lifting or modifying the automatic stay with respect to any of the Purchased Assets.

For purposes of this Section 9.1, "Alternative Transaction" means the following transactions with or by any Person or group (other than the Purchaser or an affiliate of Purchaser): (a) a Restructuring Transaction, or (b) one or more sales, leases or others disposition directly or indirectly by merger, consolidation, tender offer, share exchange or otherwise of all or any portion of the Purchased Assets, whether in one transaction or a series of transactions.

9.2 Effect of Termination. In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in Section 6.4(a) with respect to Sellers' obligation to pay the Break-Up Fee and Purchaser Expense Reimbursement, and except that each Party shall be liable for Fraud or any willful breach of this Agreement by such Party.

Notwithstanding the foregoing, the provisions of Section 9.2, Section 6.4(a), Section 10 and Section 11 shall expressly survive the expiration or termination of this Agreement (and, to the extent applicable to the interpretation or enforcement of such provisions, Section 1).

9.3 Good Faith Deposit. In the event that this Agreement is terminated (x) under Section 9.1(d) or (y) by either Sellers or Purchaser pursuant to Section 9.1(c) if in the case of this clause (y), (A) the conditions in Sections 8.1 and 8.2 have been satisfied or are capable of being satisfied or have been waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), and (B) Purchaser has failed to satisfy its obligations to effect the Closing by the date the Closing is required to have occurred pursuant to Section 3.5, Sellers shall retain the Good Faith Deposit and Purchaser shall have no further rights thereto. In the event that this Agreement is terminated under Section 9.1(a), (b), or (e) through (j) and provided that the Purchaser is not in material breach of any provision of this Agreement prior to such termination and provided further that in the case of Sections 9.1(e) or (f), the Purchaser is ready, willing and able to close the transactions contemplated hereby, the Escrow Holder shall disburse to the Purchaser any amounts held in the Escrow Account pursuant to the Bidding Procedures.

SECTION 10

10.1 Survival. The representations and warranties of the Purchaser and Sellers made in this Agreement and the covenants of the Purchaser and Sellers contained in this Agreement that, by their terms, are to be performed prior to the Closing shall not survive the Closing Date and shall be extinguished by the Closing and the consummation of the transaction contemplated by this Agreement. Absent Fraud by the Sellers, if the Closing occurs, the Purchaser shall not have any remedy against Sellers, and Sellers shall not have any remedy against the Purchaser or its Affiliates for (a) any breach of a representation or warranty contained in this Agreement (other than to terminate the Agreement in accordance with the terms hereof) and (b) any breach of a covenant contained in this Agreement with respect to the period prior to the Closing Date.

10.2 Purchase Price Adjustments. On or before the date that is 20 days from the Agreement Date, Purchaser shall deliver to Sellers Schedule 10.2, which shall set forth specific values attributed to each of the Purchased Vehicles (each a "Vehicle Value") totaling the Purchase Price. From the Agreement Date until the Closing Date, (i) in the event any Purchased Vehicle is destroyed or stolen, the entire Vehicle Value of such Purchased Vehicle shall be deducted from the Cash Amount; and (ii) in the event of any material damage to any Purchased Vehicle, including, for the avoidance of doubt, with respect to tires of such vehicles, either party may provide notice to the other of such damage and Sellers and Purchaser shall engage in good faith to agree on a revised Vehicle Value for such Purchased Vehicle and the difference between the original Vehicle Value and revised Vehicle Value shall be deducted from the Cash Amount. In the event Sellers and Purchaser are unable to agree on a revised Vehicle Value within five (5) Business Days of any notice provided pursuant to the above, Sellers and Purchaser agree to submit such dispute to the Bankruptcy Court for resolution on an expedited basis.

SECTION 11
GENERAL PROVISIONS

11.1 Confidential Nature of Information. Sellers, on the one hand, and Purchaser, on the other agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding Purchaser and its Affiliates and Sellers and their respective Affiliates, respectively, during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of the Purchaser, to its counsel, accountants, financial advisors and potential lenders, and in the case of Sellers, to their counsel, accountants, financial advisors, pre-Filing lenders, DIP Agent, DIP Lender and members of the official committee of unsecured creditors appointed in the Bankruptcy Case, if any). No Party shall use any confidential information referred to in the first sentence of this paragraph in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the enforcement of its rights hereunder and under the Ancillary Documents; provided, however, that after the Closing, the Purchaser may use or disclose any confidential information included in the Purchased Assets and may use or disclose other confidential information that is otherwise reasonably related to the Business or the Purchased Assets. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (a) is or becomes available to such Party from a source other than the disclosing Party, provided such other source was not, and such Party would have no reason to believe such source was, subject to a confidentiality obligation in respect of such information, (b) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (c) is required to be disclosed under applicable law or judicial process, including the Bankruptcy Case, but only to the extent it must be disclosed, (d) such Party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby or (e) Sellers deem necessary to disclose to comply with the Bidding Procedures Order.

11.2 No Public Announcement. Neither Sellers nor the Purchaser shall, without the approval of Sellers (in the case of a disclosure by the Purchaser) or the Purchaser (in the case of a disclosure by Sellers), make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by law, including as may be required by the Bankruptcy Case, the Bidding Procedures Order or other Order of the Bankruptcy Court, the Bankruptcy Code, securities laws, or the rules of any stock exchange, in which case the other Party or Parties shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

11.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by electronic mail or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser, to:

ABC Bus, Inc.
1506 30th Street NW
Faribault, MN 55021
ATTN: Chief Legal Counsel
Email: legal@abc-companies.com
Tel.: 507-334-1871

with a copy to
(which shall not constitute notice):

Judy Thompson
JD Thompson Law
Post Office Box 33127
Charlotte, NC 28233
E-mail: jdt@jdthompsonlaw.com

If to Sellers, to:

Coach USA, Inc.
160 S. Route 17 North
Paramus, NJ 07652
ATTN: Derrick Waters
Linda Burtwistle
Ross Kinnear
E-mail: Derrick.Waters@coachusa.com
Linda.Burtwistle@coachusa.com
Ross.Kinnear@coachusa.com

with a copy to
(which alone shall not constitute
notice):

Alston & Bird LLP
90 Park Avenue
New York, NY 10016-1387
ATTN: Matthew Kelsey
Eric Wise
William Hao
E-mail: matthew.kelsey@alston.com
eric.wise@alston.com
william.hao@alston.com

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
ATTN: Sean Beach
Joe Mulvihill
E-mail: sbeach@ycst.com
jmulvihill@ycst.com

or to such other address as such party may indicate by a notice delivered to the other party hereto.

All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 11.3 if delivered personally shall be effective upon delivery, if by overnight carrier shall be effective one (1) Business Day following deposit with such

overnight carrier, if delivered by mail, shall be effective three (3) days following deposit in the United States certified mail, postage prepaid, and if by e-mail prior to 6:00 p.m. prevailing ET, on the date of delivery to the email address set forth above, and if by e-mail at or after 6:00 p.m. prevailing ET, on the next Business Day, in each case provided the computer record indicates a full and successful transmission and no failure message is generated.

11.4 Successors and Assigns.

(a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

11.5 Entire Agreement; Amendments; Schedules. This Agreement, that certain Confidentiality Agreement dated February 15, 2024, by and between ABC Companies, Inc. and Coach USA, Inc., the Ancillary Documents and the Schedules referred to herein contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized Representative of each of the Parties.

11.6 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized Representative of such Party. Except as otherwise provided herein, the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.7 Expenses. Each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

11.8 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the

provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

11.9 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Agreement.

11.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State.

(a) All Actions arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties hereby consent to service of process by mail (in accordance with Section 11.3) or any other manner permitted by law.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, THE PURCHASER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.11 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind; provided, however, that Wells Fargo is and will remain a third-party beneficiary of, to, and under this Agreement to the extent of any Encumbrances or other rights or interests of Wells Fargo arising in or under, or otherwise relating to, the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the undersigned each acknowledges, confirms, and agrees that all of Sellers' rights and interests in, under, and to this Agreement, including all of Sellers' rights and interests in, under, and to the Good Faith Deposit, are subject to any Encumbrances and other rights or interests therein from time to time granted or otherwise provided to Wells Fargo, including under or in connection with any cash collateral order, debtor-in-possession financing order, or related documentation from time to time approved by the Bankruptcy Court, and including any Encumbrances granted or provided to Wells Fargo from time to time under any of Sections 361 or 364 of the Bankruptcy Code.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

ABC Bus, Inc.,

By: _____
Name: Charles E. Carns
Title: Chief Financial Officer

DocuSigned by:
Charles Carns
EDFDE1B21E2B4FE...

[Signatures Continue on Following Pages]

SELLERS:

COACH USA, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer & Treasurer

COACH LEASING, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer & Treasurer

MEGABUS SOUTHEAST, LLC

By: 
Name: Ross Kinnear
Title: Chief Financial Officer & Treasurer

SCHEDULE A

SELLERS

- Coach USA, Inc.
- Coach Leasing, Inc.; and
- Megabus Southeast, LLC

EXHIBIT A

FORM OF ASSIGNMENT AGREEMENT

EXHIBIT B

FORM OF BIDDING PROCEDURES ORDER

EXHIBIT C

FORM OF BILL OF SALE

EXHIBIT D

FORM OF SALE ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*¹,

Debtors.

Chapter 11

Case No. 24-____ (____)

(Joint Administration Requested)

Ref. Docket No. ____

ORDER AUTHORIZING AND APPROVING (I) PURCHASE AGREEMENT AMONG DEBTORS AND ABC BUS, INC., (II) THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, RIGHTS, ENCUMBRANCES, AND OTHER INTERESTS, (II) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of (A) An Order (I) Approving Bid Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auctions for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auctions and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief (the "Motion")* for entry of an order authorizing or approving, among other things, (i) the sales of the

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

Assets free and clear of all claims, liens, liabilities, rights, interests, and encumbrances (except certain permitted encumbrances and/or assumed liabilities as determined by the Debtors and ABC Bus, Inc.), (ii) the Debtors to assume and assign certain executory contracts and unexpired leases, and (iii) related relief; and the and the Court having entered a prior order, dated [____], 2024 [Docket No. •] (the “Bid Procedures Order”), approving bidding procedures for the Debtors’ Assets (the “Bid Procedures”)² and approving procedures for the assumption and assignment of the Debtors’ executory contracts and unexpired leases (the “Assumption and Assignment Procedures”), and granting certain related relief; and the Debtors having identified the bid by Purchaser as the highest and otherwise best bid for the Purchased Assets; and upon the *Declaration of Spencer Ware in Support of the Debtors’ Chapter 11 Petitions and Requests for First Day Relief* [Docket No. •] and the *Declaration of John Sallstrom in Support of the Motion* [Docket No. •]; and the Auction having been [held][cancelled] in accordance with the Bid Procedures; and the Debtors having filed the a notice of successful bidder [Docket No. •], designating ABC Bus, Inc. or its designee (the “Purchaser”) as the Successful Bidder for the Purchased Assets; and the Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334(b) and 157, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that proper and adequate notice

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below), or if not defined therein, the Bid Procedures, or if not defined therein, the Motion.

of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules and the Local Rules, and that, except as otherwise ordered herein, no other or further notice is necessary; and any objections (if any) to the Motion having been withdrawn or overruled on the merits; and a hearing on the Motion (the “Sale Hearing”) having been held to consider the relief requested in the Motion and to review and consider (i) the Motion and the exhibits thereto, and (ii) the Asset Purchase Agreement, dated as of [____], 2024, by and among the Debtors and Purchaser, a copy of which is attached hereto as Exhibit A (together with any schedules and exhibits thereto, the “Purchase Agreement”) whereby the Debtors have agreed, among other things, to sell the Purchased Assets (as defined in the Purchase Agreement) to Purchaser on the terms and conditions set forth in the Purchase Agreement (collectively, the “Sale”); and the Debtors having determined that the Qualified Bid submitted by Purchaser as embodied in the Purchase Agreement is the highest and otherwise best bid for the Purchased Assets and having selected such bid as the Successful Bid pursuant to the Bid Procedures; and upon the record of the Sale Hearing, all of the proceedings had before the Court, and all other pleadings in these Chapter 11 Cases, including this Motion; and the Court having found and determined that the relief sought in the Motion as it pertains to the relief granted hereby is in the best interests of the Debtors, their estates, their creditors and all other parties-in-interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED ON THE PLEADINGS, THE REPRESENTATIONS OF THE PARTIES, AND THE RECORD ESTABLISHED AND EVIDENCE PRESENTED AT THE HEARING:

A. Fed. R. Bankr. P. 7052. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the

extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order with respect to the Motion, the Purchase Agreement, the transactions contemplated thereby, and all related relief, in each case, consistent with Article III of the United States Constitution.

C. Final Order. This Order constitutes a final and appealable order as set forth in 28 U.S.C. § 158(a), except as otherwise set forth herein.

D. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, 9006-1, and 9013-1(m).

E. Opportunity to Object. A fair and reasonable opportunity to object or be heard regarding the relief granted by this Order, including, but not limited to, the assumption and assignment of the Assigned Contracts and the Cure Costs (each as defined below), has been afforded to all interested Persons and Entities (as defined below).

F. Sound Business Purpose. The Debtors have demonstrated that their entry into the Purchase Agreement and related or ancillary agreements thereto or contemplated thereby (collectively, the “Ancillary Agreements”) is supported by good, sufficient and sound business

reasons. A sale of the Purchased Assets, including the assignment of the Assumed Contracts, will maximize the value of the Debtors' estates and represents a reasonable exercise of the Debtors' sound business judgment. The Debtors determined that the Purchase Agreement constitutes the highest and otherwise best offer for the Purchased Assets, and pursuant to the terms and conditions of the Purchase Agreement, the Debtors have agreed to transfer to Purchaser all of the Debtors' right, title and interest in and to, the Purchased Assets free and clear of all Liabilities and Encumbrances, and, if requested by Purchaser, to assume and assign the Contracts (collectively, the "Assigned Contracts") to Purchaser subject to the terms and conditions of the Purchase Agreement and this Order, and such determination is a valid and sound exercise of the Debtors' business judgment.

G. The consummation of the Sale and the assumption and assignment of the Assigned Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale.

H. Compliance with Bid Procedures. The Debtors, Purchaser and their respective counsel and other advisors have complied with the Bid Procedures Order, the Bid Procedures, and the Assumption and Assignment Procedures in all respects. Purchaser submitted a Qualified Bid pursuant to the Bid Procedures approved by the Court, was determined to be the Successful Bidder for the Purchased Assets, and was granted certain Bid Protections in accordance with the Bid Procedures Order and the Bid Procedures.

I. Marketing Process. The Debtors and their advisors thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in a fair and open

manner, soliciting offers to acquire the Purchased Assets from a wide variety of parties. The sale process and the Bid Procedures were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any Person or Entity that expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have an interest in acquiring, and be permitted and able to acquire, the Purchased Assets, to conduct due diligence, make an offer to purchase the Debtors' assets, including, without limitation, the Purchased Assets, and submit higher and otherwise better offers for the Purchased Assets than Purchaser's Successful Bid. The Debtors and Purchaser have negotiated and undertaken their roles leading to the Sale and entry into the Purchase Agreement in a diligent, non-collusive, fair, reasonable, and good faith manner. The sale process conducted by the Debtors pursuant to the Bid Procedures Order and the Bid Procedures resulted in the highest and otherwise best offer for the Purchased Assets for the Debtors and their estates, was in the best interests of the Debtors, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. The Debtors' determinations that the Purchase Agreement constitutes the highest and otherwise best offer for the Purchased Assets and maximizes value for the benefit of the Debtors' estates constitutes a valid and sound exercise of the Debtors' business judgment and are in accordance and compliance with the Bid Procedures and the Bid Procedures Order. The Purchase Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or Entity has offered to purchase the Purchased Assets for greater overall value to the Debtors' estates than the Purchaser. Approval of the Motion (as it pertains to the Sale) and the Purchase Agreement and the consummation of the transactions contemplated thereby will maximize the value of each of the Debtors' estates and are in the best interests of the Debtors, their estates, their creditors, and all

other parties in interest. There is no legal or equitable reason to delay consummation of the transactions contemplated by the Purchase Agreement, including without limitation, the Sale.

J. Good Faith. Purchaser is not an “insider” or “affiliate” of any of the Debtors as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, managers, or controlling stockholders existed between the Debtors and the Purchaser. The Purchase Agreement and the Ancillary Agreements, and each of the transactions contemplated therein were negotiated, proposed and entered into by the Debtors and Purchaser, their respective boards of directors or equivalent governing bodies, officers, directors, employees, agents, professionals, and representatives without collusion or fraud, in good faith, and from arm’s-length bargaining positions, and are substantively and procedurally fair to all parties. Purchaser and its affiliates, with the consent and support of the Debtors and their professionals, engaged in discussions and negotiations with Wells Fargo Bank, National Association, in its capacity as DIP Agent and Prepetition ABL Administrative Agent, regarding the terms of its bid, which ultimately was embodied in the Purchase Agreement and will maximize value to the Debtors’ estates. Purchaser is purchasing the Purchased Assets, in accordance with the Purchase Agreement, in good faith and is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. In particular, (i) Purchaser recognized that the Debtors were free to deal with any other party interested in purchasing the Purchased Assets; (ii) Purchaser in no way induced or caused the chapter 11 filing by the Debtors; (iii) Purchaser has not engaged in any conduct that would cause or permit the Sale or the Purchase Agreement to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code by any action or inaction; (iv) no common identity of directors, managers, officers, or controlling stockholders exist between Purchaser, on the one hand, and any of the Debtors, on the

other hand; (v) Purchaser complied with the Bid Procedures and all provisions of the Bid Procedures Order and the Assumption and Assignment Procedures; (vi) Purchaser agreed to subject its Bid to the competitive Bid Procedures set forth in the Bid Procedures Order; and (vii) all payments to be made, and all other material agreements or arrangements entered into or to be entered into, by Purchaser in connection with the Sale, including the Ancillary Agreements, have been disclosed.

K. No Collusion. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed under section 363(n) of the Bankruptcy Code, and accordingly neither the Debtors nor the Purchaser has violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the Purchaser has not acted in a collusive manner with any entity (as such term is defined in the Bankruptcy Code, an “Entity”) and the Purchase Price paid by the Purchaser for the Purchased Assets was not controlled by any agreement among potential bidders. The transactions under the Purchase Agreement may not be avoided, and no damages may be assessed against the Purchaser Parties (as defined below) or any other party under section 363(n) of the Bankruptcy Code or any other applicable bankruptcy or non-bankruptcy law.

L. Fair Consideration. The aggregate consideration from Purchaser for the Purchased Assets as set forth in the Purchase Agreement: (i) was negotiated at arm’s-length; (ii) is fair and reasonable; (iii) constitutes fair consideration and fair value under the Bankruptcy Code, the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), the Uniform Fraudulent Conveyance Act and other similar laws of the United States, any state, territory, possession, or the District of Columbia, and any foreign jurisdiction; (iv) is the highest and best value obtainable for the Purchased Assets; (v) will provide a greater recovery to creditors than

would be provided by any other available alternative; and (vi) constitutes reasonably equivalent value (as that term is defined in each of the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), the Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code). Without limiting the foregoing, no objection was raised to the Sale Motion on the basis that the creditors of any particular Debtor were improperly prejudiced by the proposed sale. Based on the evidence before the Court, the sale consideration under the Purchase Agreement constitutes adequate consideration for the Purchased Assets of each Debtor and such consideration does not disadvantage the creditors of any particular Debtor.

M. No Successor or Derivative Liability. Neither the Purchaser, nor any of its successors or assigns, or any of their respective affiliates shall, to the fullest extent permitted by Law, have any liability for any Lien, Claims, or Encumbrances that arose or occurred prior to the Closing, or otherwise may be asserted against the Debtors or is related to the Purchased Assets prior to the Closing. The Purchaser (i) is not and shall not be deemed a “successor” to the Debtors or their estates; (ii) has not, *de facto* or otherwise, merged with or into any of the Debtors; (iii) does not have any common law or successor liability in relation to any employment plans; (iv) is not liable for any liability of any Lien against the Debtors or any of the Debtors’ predecessors or Affiliates; and (v) is not an alter ego or mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors under any theory of law or equity as a result of any action taken in connection with the Purchase Agreement, Sale or any transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Purchased Assets.

N. Sale Notice. As shown by the certificates of service filed with the Court and the representations or proffers made on the record at the Sale Hearing, (i) the Debtors have provided due, good, proper, timely, reasonable, adequate, appropriate, and sufficient notice of and sufficient

opportunity to object to the Motion and the relief requested therein (including the Debtors' requested findings with respect to successor liability), the bidding process (including, without limitation, the deadline for submitting Qualified Bids), the Sale Hearing, the Sale, the application of proceeds from the Sale, the proposed assumption and assignment of the Assigned Contracts, and the proposed entry of this Order in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (ii) such notice was adequate and sufficient under the circumstances of the Chapter 11 Cases and complied with the Bid Procedures Order and other orders of the Court, and (iii) no other or further notice is required.

O. Title to Assets. The Purchased Assets constitute property of the Debtors' estates and title or rights thereto is currently vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Effective upon the consummation of the Sale at Closing, the transfer of the Purchased Assets to the Purchaser in accordance with the terms of the Purchase Agreement and this Order will be a legal, valid, and effective sale and transfer of the Purchased Assets and, except as provided in the Purchase Agreement or this Order, will vest the Purchaser with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all Liens and Liabilities. The Purchase Agreement is a valid and binding contract between the Debtors and the Purchaser and shall be enforceable according to its terms.

P. Satisfaction of Section 363(f) Standards. The conditions of section 363(f) of the Bankruptcy Code, including 363(f)(1) and (2), have been satisfied in full. Upon entry of this Order, the Debtors are authorized to transfer all of their right, title and interest in and to the Purchased Assets free and clear of any and all claims (as such term is defined by section 101(5) of the Bankruptcy Code), liabilities (including any liability that results from, relates to or arises out of tort or any other product liability claim), interests and matters of any kind and nature whatsoever,

including, without limitation, hypothecations, mortgages, security deeds, deeds of trust, debts, levies, indentures, restrictions (whether on voting, sale, transfer, disposition or otherwise), leases, licenses, easements, rights of way, encroachments, instruments, preferences, priorities, security agreements, conditional sales agreements, title retention contracts and other title retention agreements and other similar impositions, options, judgments, offsets, rights of recovery, rights of preemption, rights of setoff, profit sharing interest, other third party rights, other impositions, imperfections or defects of title or restrictions on transfer or use of any nature whatsoever, claims for reimbursement, claims for contribution, claims for indemnity, claims for exoneration, products liability claims, alter-ego claims, successor-in-interest claims, successor liability claims, substantial continuation claims, COBRA claims, withdrawal liability claims, environmental claims, claims under or relating to any employee benefit plan, ERISA affiliate plan, or ERISA (including any pension or retirement plan), WARN Act claims or any claims under state or other laws of similar effect, tax claims (including claims for any and all foreign, federal, state and local taxes, including, but not limited to, sales, income, use or any other type of tax), escheatment claims, reclamation claims, obligations, liabilities, demands, and guaranties, and other encumbrances relating to, accruing, or arising any time prior to the Closing Date, duties, responsibilities, obligations, demands, commitments, assessments, costs, expense, losses, expenditures, charges, fees, penalties, fines, contributions, premiums, encumbrances, guaranties, pledges, consensual or nonconsensual liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code), statutory liens, real or personal property liens, mechanics' liens, materialman's liens, warehouseman's liens, tax liens, security interests, charges, options (including in favor of third parties), rights, contractual commitments, restrictions, restrictive covenants, covenants not to compete, rights to refunds, escheat obligations, rights of first refusal, rights and restrictions of any

kind or nature whatsoever against the Debtors (in respect of the Purchased Assets) or the Purchased Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims, or claims for taxes of or against the Debtors, and any derivative, vicarious, transferee or successor liability claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession, or the District of Columbia), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, secured or unsecured, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability, successor-in-interest liability, continuation liability or substantial continuation liability, including, without limitation, that the Purchaser is in any way a successor, successor-in-interest, continuation or substantial continuation of the Debtors or their business, arising under or out of, in connection with, or in any way related to the Debtors, the Debtors' interests in the Purchased Assets, the operation of the Debtors' respective businesses at or before the effective time of the Closing pursuant to the Purchase Agreement, or the transfer of the Debtors' interests in the Purchased Assets to Purchaser (collectively, "Liens"), as, and to the extent, provided for in the Purchase Agreement because in each case one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Except as otherwise expressly provided

in the Purchase Agreement or this Order, such Liens shall attach to the proceeds of the Sale in the order of their priority, subject to the terms of the DIP Orders, with the same priority, validity, force and effect which they have against the Purchased Assets immediately prior to the Closing, subject to any claims and defenses the Debtors may possess with respect to such Liens. Those holders of Liens against the Purchased Assets who did not object or who withdrew their objections to the Purchase Agreement or the Motion are deemed to have consented to the transactions contemplated by the Purchase Agreement pursuant to section 363(f)(2) of the Bankruptcy Code and shall be forever barred from pursuing or asserting such Liens against Purchaser or any of its respective assets, property, affiliates, successors, assigns, or the Purchased Assets. All Liens with respect to the Excluded Assets will continue in, under and against the Excluded Assets with the same priority, validity, force and effect as such Liens now have.

Q. Purchaser would not have entered into the Purchase Agreement if the transfer of the Purchased Assets were not free and clear of all Liens and Liabilities as set forth in the Purchase Agreement and this Order, or if in the future Purchaser would or could be liable for any such Liens and Liabilities. The total consideration to be provided under the Purchase Agreement and herein reflects the Purchaser's reliance on this Order to provide it, pursuant to sections 105(a) and 363 of the Bankruptcy Code, with title to, interest in and possession of the Purchased Assets free and clear of all Liens and Liabilities of any kind or nature whatsoever.

R. Assumption and Assignment of the Assigned Contracts. The assumption and assignment of the Assigned Contracts are integral to the Purchase Agreement, are in the best interests of the Debtors and their estates and represent the reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Purchased Assets to Purchaser, (ii) allow the Debtors to maximize the

value of the Purchased Assets, including the Assigned Contracts, (iii) limit the losses suffered by the counterparties to the Assigned Contracts, and (iv) maximize the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' estates by avoiding the rejection of the Assigned Contracts.

S. Cure Notice: Adequate Assurance of Future Performance. As shown by the certificates of service filed with the Court, the Debtors have served upon each non-Debtor counterparty to such contracts (each, a "Non-Debtor Counterparty"), prior to the Sale Hearing, a notice, dated [____], 2024 [Docket No. •] (the "Potential Assumption and Assignment Notice") that Debtors may wish to assume and assign to the Successful Bidder certain executory contracts and unexpired leases (the "Contracts") pursuant to section 365 of the Bankruptcy Code, and of the related proposed cure costs (if any) due under section 365(b) of the Bankruptcy Code (the "Cure Costs") with respect to such contracts and leases. The service of the Potential Assumption and Assignment Notice was good, sufficient and appropriate under the circumstances of the Chapter 11 Cases and complied with the Assumption and Assignment Procedures and any orders of the Court, and no other or further notice is required with respect to the Cure Costs or for the assumption and assignment of the Contracts. All Counterparties to the Contracts have had a reasonable and sufficient opportunity to object to the Cure Costs listed on the Potential Assumption and Assignment Notice in accordance with the Assumption and Assignment Procedures. Accordingly, all Counterparties to Contracts who did not object or who withdrew their objections to the Cure Costs listed on the Potential Assumption and Assignment Notice prior to the Sale Hearing are deemed to have consented to such Cure Costs, and all Counterparties to Assigned who did not file an objection to the assumption by the Debtors of such Assigned Contracts and the assignment

thereof to Purchaser prior to the Sale Hearing are deemed to have consented to the assumption of such Assigned Contract and the assignment thereof to Purchaser.

T. Application of Proceeds. Pursuant to the interim and final orders authorizing and approving the Debtors' debtor in possession financing and use of cash collateral [Docket Nos. • and •] (together, the "DIP Orders"), the Purchased Assets constitute Prepetition Collateral and Postpetition Collateral (each as defined in the DIP Orders) and are subject to the Postpetition Debt, Postpetition Liens, Prepetition Liens, and Prepetition Debt (each as defined in the DIP Orders). Subject to the Postpetition Debt and Prepetition Debt being Paid in Full (as defined in the DIP Orders) pursuant to the DIP Orders, the Postpetition Documents and Prepetition Documents (each as defined in the DIP Orders), except as otherwise agreed by Prepetition Agent and Postpetition Agent, the Debtors are required to apply all consideration received from the sale of the Purchased Assets in accordance with the DIP Orders, the Postpetition Documents and Prepetition Documents. The application of the consideration from the sale of the Purchased Assets pursuant to the immediately preceding sentence complies with the requirements of the DIP Orders and the Postpetition Documents and is supported by good, sufficient and sound business reasons.

U. Record Retention. Pursuant to the terms of and subject to the conditions in Section 7.1(c) of the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records for the specified purposes set forth in, and in accordance with, the Purchase Agreement.

V. Corporate Power and Authority. The Debtors and their applicable affiliates have (i) full corporate or similar power and authority to execute, deliver, and perform their obligations under the Purchase Agreement, the Ancillary Agreements and all other documents contemplated thereby, and the Debtors' sale of the Purchased Assets has been duly and validly authorized by all

necessary corporate or similar action, (ii) all corporate or similar authority necessary to consummate the transactions contemplated by the Purchase Agreement and the Ancillary Agreements, and (iii) taken all corporate actions necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtors to consummate the transactions contemplated by the Purchase Agreement or execute the Purchase Agreement.

W. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtors nor the Purchaser is entering into the transactions contemplated by the Purchase Agreement fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims or similar claims.

X. Valid and Binding Contract; Validity of Transfer. The Purchase Agreement is a valid and binding contract between the Debtors and Purchaser and shall be enforceable pursuant to its terms. The Purchase Agreement, the Ancillary Agreements and the Sale itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, and any chapter 11 trustee appointed in these Chapter 11 Cases, or in the event the Chapter 11 Cases are converted to a case under chapter 7 of the Bankruptcy Code, a chapter 7 trustee, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a),

363(b), 363(f), 363(m), 365(b), and 365(1) of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale.

Y. No Sub Rosa Plan. The Sale, the Purchase Agreement and the other transactions contemplated thereby do not constitute a *sub rosa* chapter 11 plan. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a liquidating chapter 11 plan for the Debtors.

Z. Waiver of Bankruptcy Rules 6004(h) and 6006(d). The Debtors have demonstrated (i) good, sufficient, and sound business purposes and justifications for approving the Purchase Agreement and the Sale, and (ii) compelling circumstances for the immediate approval and consummation of the transactions contemplated by the Purchase Agreement and all other Ancillary Documents for the Sale outside of (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, and (b) a chapter 11 plan, in that, among other things, the immediate consummation of the Sale to the Purchaser and all transactions contemplated thereby are necessary and appropriate to maximize the value of the Debtors' estates, and the Sale will provide the means for the Debtors to maximize distributions to their creditors. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with respect to the transactions contemplated by this Order. To maximize the value of the Purchased Assets and preserve the viability of the businesses to which they relate, it is essential that the Sale occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Sale. Given all of the circumstances of the Chapter 11 Cases and the adequacy and fair value of the Purchase Price under the Purchase Agreement, the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

AA. Personally Identifiable Information. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

BB. Legal and Factual Bases. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties-in-interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion as it pertains to the Sale and the Purchase Agreement is GRANTED as set forth herein.

2. Objections. All objections, reservations of rights regarding, or other responses to, the Motion or the relief requested therein, the Purchase Agreement, all other Ancillary Agreements, the Sale, entry of this Order, or the relief granted herein, including, without limitation, any objections to Cure Costs or relating to the cure of any defaults under any of the Assigned Contracts or the assumption and assignment of any of the Assigned Contracts to the Purchaser by the Debtors, solely as it relates to the relief granted by this Order that have not been adjourned, withdrawn or resolved as reflected on the record at the Sale Hearing are overruled in all respects on the merits with prejudice, except as otherwise set forth herein. All Persons and Entities that failed to timely object to the Motion are deemed to have consented to the relief granted herein for all purposes.

3. Notice. Notice of the Motion, the Sale Hearing, the Purchase Agreement, and the relief granted in this Order was fair, sufficient, proper and equitable under the circumstances and complied in all respects with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules

2002, 6004 and 6006, Local Rules 2002-1 and 6004-1, the Assumption and Assignment Procedures, the Bid Procedures Order, and other orders of the Court.

4. Fair Purchase Price. The Purchaser is giving substantial consideration under the Purchase Agreement, and as provided herein, for the benefit of the Debtors, their estates, and creditors. The consideration to be provided by Purchaser under the Purchase Agreement is fair and reasonable and constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), (b) fair consideration under the Uniform Fraudulent Conveyance Act, (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia, and (d) valid and valuable consideration for the releases of any potential Liens pursuant to this Order, which releases shall be deemed to have been given in favor of Purchaser by all holders of Liens of any kind whatsoever against any of the Debtors or any of the Purchased Assets, other than as otherwise expressly set forth in this Order. The consideration provided by Purchaser for the Purchased Assets is fair and reasonable and may not be avoided by section 363(n) of the Bankruptcy Code.

5. Approval of the Purchase Agreement. The Purchase Agreement and the Sale, including, without limitation, all transactions contemplated therein or in connection therewith (including the Ancillary Agreements) and all of the terms and conditions thereof, are hereby approved in their entirety, subject to the terms and conditions of this Order. The failure specifically to include or make reference to any particular provision of the Purchase Agreement in this Order shall not impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement, the Sale and the transactions contemplated therein or in connection therewith (including the Ancillary Agreements) are authorized and approved in their entirety.

6. Consummation of Sale. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized to perform their obligations under and comply with the terms of the Purchase Agreement and the Ancillary Agreements, pursuant to and in accordance with the terms and conditions of the Purchase Agreement, the Ancillary Agreements and this Order. The Debtors, as well as their affiliates, officers, employees and agents, are authorized to execute and deliver, and empowered to perform under, consummate and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale, including the Ancillary Agreements, and to take all further actions and execute such other documents as may be (a) necessary or appropriate to the performance of the obligations contemplated by the Purchase Agreement, including, without limitation, making any regulatory filings necessary or advisable in connection with such transfer, and (b) as may be reasonably requested by Purchaser to implement the Purchase Agreement, the Ancillary Agreements and the Sale, in accordance with the terms thereof, without further order of the Court. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its rights or remedies under the Purchase Agreement or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order; provided, however, that the Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. Direction to Government Agencies. Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other Governmental Authority is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale and the other transactions

contemplated by the Purchase Agreement and the Ancillary Agreements and approved by this Order.

8. Transfer of Assets Free and Clear and Injunction. Except as otherwise set forth in this Order, effective as of the consummation of the Sale at Closing, pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Sale of the Purchased Assets to Purchaser shall (a) constitute a legal, valid and effective transfer of all of Debtors' right, title and interest in and to such Purchased Assets subject to and in accordance with the Purchase Agreement, and (b) vest Purchaser with all of the Debtors' right, title and interest in and to such Purchased Assets free and clear of all Liens and Liabilities, with such Liens (including, without limitation, the liens held by the DIP Agent for the benefit of the DIP Lenders, the Prepetition ABL Liens held by the Prepetition ABL Administrative Agent for the benefit of the Prepetition ABL Lenders to the extent the Prepetition Debt and Postpetition Debt (each as defined in the DIP Orders) are not Paid in Full (as defined in the DIP Orders) at the time of such sale) and Liabilities attaching to the proceeds of the Sale of the Purchased Assets. received by the Debtors, subject to the terms of the DIP Orders, in the order of their priority, with the same priority, validity, force and effect which they had against such Purchased Assets immediately prior to the Closing. All Persons or Entities that are presently, or on or after the Closing may be, in possession of some or all of the Purchased Assets, are hereby directed to surrender possession of the Purchased Assets to Purchaser or its respective designees on the Closing Date or at such time thereafter as Purchaser may request.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the sale and transfer of the Debtors' right, title and interest in the Purchased Assets to the Purchaser upon the consummation of the Sale at Closing pursuant to the Purchase Agreement are a legal, valid, and effective disposition of the Purchased Assets, and vest the Purchaser with all right, title, and

interest of the Debtors to and in the Purchased Assets free and clear of all Liens and Liabilities. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full, and, upon the consummation of the Sale at Closing, the Debtors' sale of the Purchased Assets shall be free and clear of any Liens and Liabilities.

10. The sale of the Purchased Assets is not subject to avoidance by any person or for any reason whatsoever, including, without limitation, pursuant to section 363(n) of the Bankruptcy Code and the Purchaser and the Purchaser Parties shall not be subject to damages, including any costs, fees, or expenses under section 363(n) of the Bankruptcy Code.

11. On the Closing Date and upon consummation of the Sale, each of the Debtors' creditors, at the expense of the Debtors, is authorized to execute such documents and take all other actions as may be reasonably necessary to release its Liens or other interests in the Purchased Assets, if any, as such Liens may have been recorded or may otherwise exist.

12. The provisions of this Order authorizing the Sale of the Purchased Assets free and clear of all Liens and all Liabilities upon the consummation of the Sale at Closing, except as otherwise expressly set forth in this Order, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order. All such Liens and Liabilities shall attach to the proceeds of the Sale, in the order of their priority, subject to the DIP Orders, with the same priority, validity, force and effect as such Liens and Liabilities had immediate prior to the consummation of such Sale. If any Entity which has filed a financing statement, mortgage, mechanic's lien, *lis pendens*, or other statement, document, or agreement evidencing any Liens on, or in, all or any portion of the Purchased Assets has not delivered to the Debtors prior to the Closing Date, in proper form for filing and executed

by the appropriate parties, termination statements, instruments of satisfaction, releases, and/or any other documents necessary for the purpose of documenting the release and/or termination of all Liens which the Entity has or may assert with respect to all or any portion of the Purchased Assets, then, upon consummation of the Sale at Closing, (a) the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases, and/or other similar documents on behalf of such Entity with respect to the Purchased Assets, and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order that, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release and/or termination of all Liens of any kind or nature against or in the Purchased Assets.

13. Except as otherwise expressly set forth in this Order or the Purchase Agreement, the Purchaser and the Purchaser Parties shall not have any liability or other obligation of the Debtors arising under or related to any of the Purchased Assets, including, but not limited to, any liability for any liabilities whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing.

14. Upon the Closing, except as otherwise expressly provided for in the Purchase Agreement or this Order, all Persons or Entities, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, Non-Debtor Counterparties, customers, landlords, licensors, employees, and other creditors and holders of Liens or other interests of any kind or nature whatsoever against or in any of the Debtors or any portion of the Purchased Assets (whether legal or equitable, secured

or unsecured, matured or unmatured, contingent or non-contingent, known or unknown, liquidated or unliquidated, senior or subordinate, asserted or unasserted, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the operation of the Debtors' business prior to the Closing Date, or the transfer of the Purchased Assets to the Purchaser shall be, and hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser or any of its Affiliates, its past, present and future members or shareholders, its lenders, financing parties, subsidiaries, parents, divisions, agents, representatives, insurers, attorneys, successors and assigns, or any of its or their respective directors, managers, officers, employees, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (each a "Purchaser Party" and collectively the "Purchaser Parties"), or their respective assets or properties, including, without limitation, the Purchased Assets, Liens of any kind or nature whatsoever such Person or Entity had, has, or may have against or in the Debtors, their estates, officers, directors, managers, shareholders, or the Purchased Assets, such Person's or Entities' Liens or any other interests in and to the Purchased Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets; (c) creating, perfecting, or enforcing any Liens against the Purchaser or any

Purchaser Party, or their respective assets or properties, including the Purchased Assets; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation the Purchased Assets; (e) commencing or continuing any action, in any manner or place, that does not comply with or is inconsistent with the provisions of this Order, other orders of the Court, the Purchase Agreement, the other Ancillary Documents or any other agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, failing, or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets in connection with the Sale.

15. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date and upon the consummation of the Sale, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchaser as of the Closing Date and upon consummation of the Sale.

16. To the extent provided by section 525 of the Bankruptcy Code, no Governmental Authority may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale.

17. Subject to the terms, conditions, and provisions of this Order, all Entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere (a) with the ability of the Debtors to sell and transfer the Purchased Assets to Purchaser in accordance with the terms of the Purchase Agreement and this Order, and (b) with the ability of the Purchaser

to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Purchase Agreement and this Order.

18. No Successor or Other Derivative Liability. Neither the Purchaser, nor any of its successors or assigns, or any of their respective affiliates shall have any liability for any Lien, Claim, or Encumbrance that arose or occurred prior to the Closing, or otherwise may be asserted against the Debtors or is related to the Purchased Assets prior to the Closing. The Purchaser (i) is not and shall not be deemed a “successor” to the Debtors or their estates; (ii) has not, *de facto* or otherwise, merged with or into the Debtors; (iii) does not have any common law or successor liability in relation to any employment plans; (iv) is not liable for any liability or Lien against the Debtors or any of the Debtors’ predecessors or Affiliates; and (v) is not an alter ego or mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors under any theory of law or equity as a result of any action taken in connection with the Purchase Agreement, the Sale or any transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Purchased Assets. Thus, the Purchaser shall have no successor, transferee, or vicarious liability of any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, product liability, employment including but not limited to with respect to any Multiemployer Plan), *de facto* merger, substantial continuity, or other law, rule, or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Purchased Assets, the Debtors or any obligations of the Debtors arising prior to the Closing Date. The Purchaser shall not be deemed to have expressly or implicitly assumed any of the Debtors’ liabilities. Except as otherwise provided herein or in the Purchase Agreement, the transfer of the

Purchased Assets to the Purchaser pursuant to the Purchase Agreement shall not result in the Purchaser or the Purchased Assets having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any claim against the Debtors or against any insider of the Debtors or Liens.

19. This Order is and shall be effective as a determination that, upon the consummation of the Sale at Closing, all Liens and any other interest of any kind or nature whatsoever as to the Purchased Assets prior to the Closing, shall have been unconditionally released, discharged, and terminated to the fullest extent permitted by applicable law, and that the conveyances described herein have been effected. This Order shall be binding upon and govern the acts of all Entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other Entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing Entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement. Upon the consummation of the Sale at Closing, a certified copy of this Order may be filed and/or recorded with the appropriate filing agents, filing officers, administrative agencies or units, governmental departments, secretaries of state, federal, state and local officials and all other Persons, institutions, agencies and Entities who may be required by operation of law, the duties of their office or contract evidencing the release, cancellation and termination provided herein of any Liens of record on the Purchased Assets prior to the date of this Order. Without limiting the generality of the foregoing,

this Order shall constitute all approvals and consents, if any, required by the corporate laws of the states of formation of the Debtors and all other applicable business, corporation, trust, and other laws of the applicable governmental authorities with respect to the implementation and consummation of the Purchase Agreement, any related agreements or instruments and this Order, and the transactions contemplated thereby and hereby.

20. Upon the consummation of the Sale at Closing, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets to Purchaser and the Debtors' interests in the Purchased Assets acquired by Purchaser pursuant to the terms of the Purchase Agreement.

21. Assumption and Assignment of the Assigned Contracts. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign the Assigned Contracts to Purchaser free and clear of all Liens and Liabilities, and to execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to Purchaser as provided in the Purchase Agreement. Cure Costs shall be paid by the Debtors subject to the terms of, and in accordance with, the terms of the Purchase Agreement and Bid Procedures Order. Payment of the Cure Costs shall be in full satisfaction and cure of any and all defaults required to be cured with respect to the Assigned Contracts under section 365(b)(1) of the Bankruptcy Code. Subject to paragraphs 21 through 26 herein, Purchaser has also provided adequate assurance of future performance under the Assigned Contracts in satisfaction of section 365 of the Bankruptcy Code to the extent that any such assurance is required and not waived by the Non-Debtor Counterparties to such Assigned Contracts. In accordance with the Assumption and Assignment Procedures and the terms of this Order and subject to paragraphs 21 through 26 herein, following the Closing, Purchaser shall be

fully and irrevocably vested with all of the Debtors' right, title and interest in and under the Assigned Contracts in connection with the Purchased Assets, free and clear of any Liens and Liabilities, and each Assigned Contract shall be fully enforceable by the Purchaser in accordance with its respective terms and conditions, except as limited by this Order. In accordance with the Assumption and Assignment Procedures and subject to paragraphs 21 through 26, following assignment of the Assigned Contracts to Purchaser, the Debtors shall be relieved from any further liability with respect to such Assigned Contracts. Purchaser acknowledges and agrees that from and after the Closing, or any later applicable effective date of assumption with respect to a particular Assigned Contract, subject to and in accordance with the Purchase Agreement, it shall comply with the terms of each Assigned Contract in its entirety, unless any such provisions are not enforceable pursuant to the terms of this Order. The assumption by the Debtors and assignment to Purchaser of any Assigned Contract shall not be a default under such Assigned Contract. To the extent provided in the Purchase Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

22. Assigned Contracts. The Debtors served all Non-Debtor Counterparties to the Assigned Contracts with the Potential Assumption and Assignment Notice and the Confirmation Notice (as defined in the Potential Assumption and Assignment Notice), and the deadline to object to the Cure Costs and adequate assurance of future performance with respect to the Purchaser has passed. Accordingly, unless an objection to the proposed assumption and assignment of an Assigned Contract (including whether applicable law excuses a Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser), the proposed Cure Costs or the adequate assurance of future performance information with respect to Purchaser was filed and served before the applicable deadline, each Non-Debtor Counterparty to an Assigned Contract is

forever barred, estopped and permanently enjoined from asserting against the Debtors or Purchaser, their respective affiliates, successors or assigns or the property of any of them, any objection to assignment or default existing as of the date of the Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline (each as defined in the Assumption and Assignment Procedures) if such objection or default was not raised or asserted prior to or at the appropriate Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline.

23. Adequate Assurance of Future Performance. All of the requirements of sections 365 of the Bankruptcy Code, including without limitation, the demonstration of adequate assurance of future performance, have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to Purchaser, solely with respect to the Assigned Contracts that are not subject to an unresolved Cure Cost/Assignment Objection or Post-Auction Objection. Purchaser has satisfied its adequate assurance of future performance requirements with respect to the Assigned Contracts that are not subject to an unresolved Cure Cost/Assignment Objection or Post-Auction Objection, and has demonstrated it is sufficiently capitalized or otherwise able to comply with the necessary obligations under those Assigned Contracts.

24. Cure Costs. To the extent a Non-Debtor Counterparty to an Assigned Contract failed to timely object to a Cure Cost, such Cure Cost has been and shall be deemed to be finally determined as set forth on the relevant Potential Assumption and Assignment Notice as to each Non-Debtor Counterparty and any such Non-Debtor Counterparty shall be barred, and forever prohibited from challenging, objecting to or denying the validity and finality of the Cure Cost as of such date.

25. Impact of No Objection. Upon the Debtors' assumption and assignment of the Assigned Contracts to the Purchaser under the provisions of this Order and any additional orders

of the Court and the payment of any Cure Cost in accordance with the Purchase Agreement or any applicable order, no default or other obligations arising prior to the Closing Date shall exist under any Assigned Contract, and each Non-Debtor Counterparty is forever barred and estopped from (a) declaring a default by the Debtors or the Purchaser under such Assigned Contract, (b) raising or asserting against the Debtors or the Purchaser (or any Purchaser Party), or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, or (c) taking any other action against the Purchaser or any Purchaser Party as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assigned Contract, in each case in connection with the Sale. Each Non-Debtor Counterparty is also forever barred and estopped from raising or asserting against the Purchaser or any Purchaser Party any assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of the closing of the Sale.

26. With respect to objections to any Cure Cost/Assignment Objections and Post-Auction Objections relating to the Assigned Contracts that remain unresolved as of the Sale Hearing, such objections shall be resolved in accordance with the procedures approved in the Assumption and Assignment Procedures. Consideration of unresolved Cure Cost/Assignment Objections relating to assignment of Assigned Contracts and Post-Auction Objections relating to the Assigned Contracts, unless otherwise ordered by the Court or with the consent of the Non-Debtor Counterparty to any Assigned Contract that is subject to a Cure Costs/Assignment Objection relating to such assignment or Post-Auction Objections relating to the Assigned Contract, shall be adjourned to a date to be determined; provided, however, that (a) any Assigned

Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection, and (b) such undisputed Cure Cost shall be promptly cured on or after the Closing Date or as otherwise agreed to by the Debtors, Purchaser and the applicable Non-Debtor Counterparty by payment of the applicable Cure Cost by the Debtors.

27. Purchaser's Standing; Debtors' Standing. The Purchaser shall have standing to object to the allowance of claims (as such term is defined in section 101(5) of the Bankruptcy Code) asserted against the Debtors or their estates that constitute obligations assumed by the Purchaser pursuant to the terms of the Purchase Agreement. Nothing in this Order shall divest the Debtors of their standing or duty as debtors-in-possession under the Bankruptcy Code from reconciling claims asserted against the Debtors or their estates and objecting to any such claims that should be reduced, reclassified or otherwise disallowed.

28. Ipsa Facto Clauses Ineffective. With respect to the Assigned Contracts, in connection with the Sale: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 of the Bankruptcy Code; (b) the Debtors may assign each Assigned Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract that directly or indirectly prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied; and (d) effective upon the Closing Date, or any later

applicable effective date of assumption with respect to a particular Assigned Contract, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing, or such later applicable effective date, and the Assigned Contracts shall remain in full force and effect for the benefit of the Purchaser, notwithstanding any provision in any Assigned Contract (including those of the type described in sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contract and the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption by the Debtors and assignment to the Purchaser, except as otherwise provided in the Purchase Agreement. To the extent any provision in any Assigned Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any “change of control” provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Debtors’ Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Debtors’ Chapter 11 Cases, (C) the Debtors’ assumption and assignment of such Assigned Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the Non-Debtor Counterparty to prohibit, restrict, or condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the Non-Debtor Counterparty to terminate or recapture such Assigned Contract, impose any

penalty, additional payments, damages, or other financial accommodations in favor of the Non-Debtor Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

29. Except as otherwise specifically provided for by order of the Court, all defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing Date or required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (in each case, without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code), whether monetary or non-monetary, shall be promptly cured pursuant to the terms of the Purchase Agreement and this Order on or after the Closing Date or as otherwise agreed to by the Debtors, Purchaser and the applicable Counterparty by the payment of the applicable Cure Cost by the Debtors, in accordance with the Purchase Agreement. The Purchaser shall have no liability arising or accruing under the Assigned Contracts on or prior to the Closing, except as otherwise expressly provided in the Purchase Agreement or this Order.

30. Good Faith; Statutory Mootness. Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and is hereby granted, the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code. The Sale contemplated by the Purchase Agreement and the Ancillary Agreements is undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the

authorization provided herein shall neither affect the validity of the Sale (including the assumption and assignment of the Assigned Contracts) nor the transfer of the Purchased Assets owned by the Debtors to Purchaser pursuant to the Purchase Agreement, free and clear of all Liens. The Debtors and Purchaser will be acting in good faith if they proceed to consummate the Sale at any time after entry of this Order.

31. Approval of the Application of Proceeds. The Debtors are authorized and directed to distribute the consideration received by the Debtors from the sale of the Purchased Assets pursuant to and in accordance with the DIP Orders, the Postpetition Documents and Prepetition Documents (each as defined in the DIP Orders) for application to the Prepetition Debt and Postpetition Documents (each as defined in the DIP Orders) as set forth therein. The application of the consideration from the sale of the Purchased Assets pursuant to the immediately preceding sentence complies with the requirements of the DIP Orders and the Postpetition Documents and is supported by good, sufficient and sound business reasons. The consideration from the sale of the Purchased Assets pursuant to sections 3.1 and 3.3 of the Purchase Agreement is comprised of, among other things, (i) the Good Faith Deposit (as defined in the Purchase Agreement) of \$310,000, and (ii) the Cash Amount (as defined in the Purchase Agreement) in the amount of \$2,790,000, and all such consideration shall be applied in accordance with this Order and the DIP Orders.

32. Modification of Purchase Agreement. The Purchase Agreement, the Ancillary Agreements and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof and this Order without further order of the Court; provided that no such

modification, amendment or supplement may be made without further order of the Court if it is materially adverse to the Debtors or the Debtors' estates.

33. Failure to Specify Provisions. The failure specifically to include any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

34. Record Retention. Pursuant to the terms of and subject to the conditions contained in the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records subject to the terms of, and for the specified purposes set forth in, and in accordance with, Section 7.1(c) of the Purchase Agreement.

35. Standing. The Purchase Agreement shall be in full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

36. Bulk Sales; Taxes. No bulk sales law, bulk transfer law or any similar law of any state or other jurisdiction (including those relating to taxes other than Transfer Taxes) shall apply to the Debtors' conveyance of the Purchased Assets or this Order.

37. Reservation of Rights. Nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting or otherwise impair or diminish any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

38. Conflicts. In the event there is a conflict between this Order and the Purchase Agreement (including any Ancillary Agreements executed in connection therewith), this Order

shall control and govern. In addition, in the event there is a conflict between the Purchase Agreement and the Confirmation Notice with respect to the assumption and assignment of any executory contract or unexpired lease, the Confirmation Notice will control, and any contracts listed on the Confirmation Notice shall be “Assigned Contracts” as such term is used herein. Likewise, all of the provisions of this Order are non-severable and mutually dependent. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall control.

39. Waiver of Bankruptcy Rules 6004(h) and 6006(d). Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply, and the Debtors and the Purchaser are authorized and empowered to close the Sale immediately upon entry of this Order.

40. Personally Identifiable Information. After giving due consideration to the facts, circumstances, and conditions of the Purchase Agreement, the Sale is consistent with the Debtors’ privacy policies concerning personally identifiable information and no showing was made that the sale of any personally identifiable information contemplated in the Purchase Agreement, subject to the terms of this Order, would violate applicable non-bankruptcy law.

41. Binding Effect of this Order. This Order, the Purchase Agreement, and the Ancillary Agreements shall be binding in all respects upon, (a) the Debtors, (b) the Debtors’ estates, (c) all creditors of, and holders of equity interests in, the Debtors, (d) all holders of Liens or other interests (whether known or unknown) in, against, or on all or any portion of the Purchased Assets, (e) all Non-Debtor Counterparties, (f) the Purchaser and the Purchaser Parties, (g) the

Purchased Assets, and (h) all successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Cases, or a chapter 7 trustee appointed upon a conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' cases. This Order, the Purchase Agreement, and the Ancillary Agreements shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser, and the Purchaser Parties, and the respective successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Cases or upon conversion to chapter 7 under the Bankruptcy Code, and any Entity seeking to assert rights on behalf of any of the foregoing or that belong to the Debtors' estates. The Purchase Agreement and all other Ancillary Documents shall be binding in all respects upon the Debtors and the Purchaser.

42. Subsequent Plan Provisions. Nothing contained in any chapter 11 plan confirmed in the Debtors' Chapter 11 Cases, any order confirming any such plan, or in any other order in these Chapter 11 Cases (including any order entered after any conversion of any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the Purchase Agreement or this Order.

43. Further Assurances. From time to time, as and when requested by any party, each party to the Purchase Agreement shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Purchase Agreement.

44. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to all matters arising from or related to this Order and the Purchase Agreement (and such other related agreements, documents, or other instruments) and to interpret, implement, and enforce the terms of this Order and Purchase Agreement.

Dated: _____, 2024
Wilmington, Delaware

[_____]
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 5

Notice of Auction and Sale Hearing

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Bidding Procedures Hearing Date:
July 9, 2024 at 3:00 p.m. (ET)

Bidding Procedures Objection Deadline:
June 27, 2024 at 4:00 p.m. (ET)

Sale Hearing Date:
August 13, 2024 at 10:30 a.m. (ET)

Sale Objection Deadline:
August 1, 2024 at 4:00 p.m. (ET)

NOTICE OF SALES, BIDDING PROCEDURES, AUCTION, AND SALE HEARING

1. On June 11, 2024, Coach USA, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (each a “Debtor,” and collectively, the “Debtors”) filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) their motion (the “Motion”) for the entry of: (a) an order (the “Bidding Procedures Order”),² (i) authorizing and approving bidding procedures (the “Bidding Procedures”) in connection with the sales or dispositions (the “Sales”, and each a “Sale”) of substantially all of the Debtors’ assets (the “Assets”), or any portion of the Assets, (ii) authorizing and approving the Avalon Stalking Horse Bidder and ABC Stalking Horse Bidder (collectively, the “Stalking Horse Bidders” and the bids thereunder, the “Stalking Horse Bids”) and the bid protections provided to the Stalking Horse Bidders, including the payment of a break-up fee and the reimbursement of expenses, (iii) scheduling the auction (the “Auction”) for and a hearing to approve the Sales, (iv) authorizing and approving the form and manner of notice of the respective date, time, and place for the Auction and a hearing to approve the Sales, (v) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases, (vi) approving the form and manner of notice of the assumption and assignment of certain executory contracts and unexpired leases, and (vii) granting related relief; and (b) orders (the “Sale Orders”) authorizing and approving (i) the sales of the Assets free and clear of all claims, liens, liabilities, rights, interests,

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Bidding Procedures Order (including the Bidding Procedures). Any summary of the Bidding Procedures and the Bidding Procedures Order contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

and encumbrances (except certain permitted encumbrances and/or assumed liabilities as provided in the applicable purchase agreements), (ii) the Debtors to assume and assign certain executory contracts and unexpired leases, and (iii) related relief.

2. On [____], 2024, the Bankruptcy Court entered the Bidding Procedures Order [Docket No. ____].

3. Pursuant to the Bidding Procedures, a Potential Bidder that desires to make a bid on the Assets shall deliver an electronic copy of its bid to the parties identified in the Bidding Procedures so as to be received on or before **August 1, at 5:00 p.m. (ET) (the “Bid Deadline”)** and otherwise comply with the Bidding Procedures. **FAILURE TO ABIDE BY THE BIDDING PROCEDURES MAY RESULT IN A BID TO BE REJECTED. ANY PARTY INTERESTED IN BIDDING ON THE ASSETS SHOULD CONTACT DEBTORS’ INVESTMENT BANKERS, HOULIHAN LOKEY (ATTN: STEPHEN SPENCER, (612)215-2252, SSPENCER@HL.COM; JACK SALLSTROM, (612) 215-2265, JSALLSTROM@HL.COM).**

4. Pursuant to the Bidding Procedures, if the Debtors receive more than one Qualified Bid (other than any Stalking Horse Bid) for certain of the Assets, the Debtors will conduct an auction for the relevant Assets (the “Auction”) on **August 6, 2024 at 10:00 a.m. (prevailing Eastern Time)** at the offices of proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street (or such later time or such other place as the Debtors shall designate and notify to all Qualified Bidders who have submitted Qualified Bids) for consideration of the Qualified Bids, each as may be increased at the Auction.

5. Only the Qualified Bidders (including the Stalking Horse Bidders) are eligible to participate at the Auction.

6. If the Debtors only receive one Qualified Bid, including any Stalking Horse Bid, for the Assets that are the subject of the Auction, then (a) the Debtors shall not hold an Auction with respect to the relevant Assets; (b) the sole Qualified Bid will be deemed the Successful Bid with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder with respect to the relevant Assets.

7. Each Successful Bid and any Next-Highest Bid (or if no Qualified Bid other than that of a Stalking Horse Bidder is received with respect to the relevant Assets, then the applicable Stalking Horse Bid) will be subject to approval by the Bankruptcy Court. The hearing to approve a Successful Bid and any Next-Highest Bid shall take place on **August 13, 2024 at 10:30 a.m. (prevailing Eastern Time)** (the “Sale Hearing”). The Sale Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Debtors’ chapter 11 cases.

8. Any objections to the Sales or the relief requested in connection with the Sales, including objections to entry of any proposed Sale Orders (a “Sale Objection”), other than a Post-Auction Objection (as defined below) or a Cure Cost/Assignment Objection (which shall be

governed by the Assignment Procedures) must: (i) be in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (v) be filed with the Bankruptcy Court and properly served on the Notice Parties so as to be received no later than **August 1, 2024 at 4:00 p.m. (ET)** (the “Sale Objection Deadline”). The “Notice Parties” are as follows: (a) proposed counsel to the Debtors, (i) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Sean M. Beach, Esq. (sbeach@ycst.com), Joseph M. Mulvihill, Esq. (jmulvihill@ycst.com), Rebecca L. Lamb (rlamb@ycst.com), and Benjamin C. Carver, Esq. (bcarver@ycst.com)), and (ii) Alston & Bird LLP, 90 Park Avenue, New York, New York 10066 (Attn: J. Eric Wise, Esq. (eric.wise@alston.com), Matthew K. Kelsey, Esq. (matthew.kelsey@alston.com), and William Hao, Esq. (william.hao@alston.com)); (b) counsel to the Official Committee of Unsecured Creditors, (i) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), and Sharon I. Dwoskin (sdwoskin@brownrudnick.com), and (ii) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)); (c) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak, Esq. (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes, Esq. (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim, Esq. (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware, (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)); (d) counsel to the NewCo Stalking Horse Bidder, McGuireWoods LLP, Tower Two-Sixty, 260 Forbes Avenue, Suite 1800, Pittsburgh, PA 15222 (Attn: Mark Freedlander, Esq. (mfreedlander@mcguirewoods.com) and Frank Guadagnino, Esq. (fguadagnino@mcguirewoods.com)); (e) counsel to the Avalon Stalking Horse Bidder, Thompson Coburn LLP, 10100 Santa Monica Boulevard, Suite 500 (Attn: Barry Weisz (bweisz@thompsoncoburn.com), and Mark T. Power (mpower@thompsoncoburn.com)); (f) counsel to the ABC Stalking Horse Bidder, JD Thompson Law, Post Office Box 33127, Charlotte, NC 28233 (Attn: Judy Thompson (jdt@jdtthompsonlaw.com)); and (g) Richard Schepacarter, Esq., Office of the United States Trustee, 844 N. King Street, Suite 2207, Lockbox 35, Wilmington DE, 19801 (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov). Any objections solely with respect to conduct at the Auction (if held) (a “Post-Auction Objection”) must: (i) be in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; (v) be filed with the Bankruptcy Court and properly served on the Notice Parties so as to be received no later than **August 7, 2024 at 4:00 p.m. (ET)** (the “Post-Auction Objection Deadline”).

9. Copies of the Motion, the Bidding Procedures, the Bidding Procedures Order, and the Assignment Procedures may be obtained by parties in interest free of charge on the dedicated webpage related to the Debtors’ chapter 11 cases maintained by the claims and noticing agent in these cases (<https://cases.ra.kroll.com/CoachUSA>). Copies of such documents are also available for inspection during regular business hours at the Clerk of the Bankruptcy Court, 824 N. Market

Street, 3rd Floor, Wilmington, DE 19801, and may be viewed for a fee on the internet at the Court's website (<http://www.deb.uscourts.gov/>) by following the directions for accessing the ECF system on such website.

Dated: _____, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/

Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
Joseph M. Mulvihill (No. 6061)
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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 6

Potential Assumption and Assignment Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

**Cure Cost/Assignment Objection Deadline:
August 1, 2024 at 4:00 p.m. (ET)**

**Post-Auction Objection Deadline:
August 7, 2024 at 4:00 p.m. (ET)**

**Sale Hearing Date:
August 13, 2024 at 10:30 a.m. (ET)**

**NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES
IN CONNECTION WITH THE SALES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On June 11, 2024, Coach USA, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (each a “Debtor,” and collectively, the “Debtors”) filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) their motion (the “Motion”) for the entry of: (a) an order (the “Bidding Procedures Order”),² (i) authorizing and approving bidding procedures (the “Bidding Procedures”) in connection with the sales or dispositions (the “Sales”, and each a “Sale”) of substantially all of the Debtors’ assets (the “Assets”), or any portion of the Assets, (ii) authorizing and approving the Avalon Stalking Horse Bidder and ABC Stalking Horse Bidder (collectively, the “Stalking Horse Bidders” and the bids thereunder, the “Stalking Horse Bids”) and the bid protections provided to the Stalking Horse Bidders, including the payment of a break-up fee and the reimbursement of expenses, (iii) scheduling the auction (the “Auction”) for and a hearing to approve the Sales, (iv) authorizing and approving the form and manner of notice of the respective date, time, and place for the Auction and a hearing to approve the Sales, (v) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases, (vi) approving the form and

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Bidding Procedures Order (including the Bidding Procedures). Any summary of the Bidding Procedures and the Bidding Procedures Order contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

manner of notice of the assumption and assignment of certain executory contracts and unexpired leases, and (vii) granting related relief; and (b) orders (the “Sale Orders”) authorizing and approving (i) the sales of the Assets free and clear of all claims, liens, liabilities, rights, interests, and encumbrances (except certain permitted encumbrances and/or assumed liabilities as provided in the applicable purchase agreements), (ii) the Debtors to assume and assign certain executory contracts and unexpired leases, and (iii) related relief.

2. On [____], 2024, the Bankruptcy Court entered the Bidding Procedures Order [Docket No. ____].

3. The Sale Hearing shall take place on **August 13, at 10:30 a.m. (ET)**. The Sale Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Debtors’ chapter 11 cases.

4. To facilitate the Sale, the Debtors are potentially seeking to assume and assign certain executory contracts and unexpired leases (the “Assigned Contracts”) to any Successful Bidder for the Assets (or subset thereof), in accordance with the Assignment Procedures provided for in the Bidding Procedures Order. Each of the Debtors’ Contracts is identified on Exhibit 1 attached hereto. **THE INCLUSION OF ANY CONTRACT ON EXHIBIT 1 DOES NOT CONSTITUTE AN ADMISSION THAT A PARTICULAR CONTRACT IS AN EXECUTORY CONTRACT OR UNEXPIRED LEASE OF PROPERTY OR REQUIRE OR GUARANTEE THAT SUCH CONTRACT WILL BE ASSUMED AND ASSIGNED, AND ALL RIGHTS OF THE DEBTORS WITH RESPECT THERETO ARE RESERVED.** The cure amount (each, a “Cure Cost”), if any, that the Debtors believe is required to be paid to the applicable counterparty (each, a “Non-Debtor Counterparty,” and collectively, the “Non-Debtor Counterparties”) to each of the Contracts under section 365(b)(1)(A) and (B) of the Bankruptcy Code is identified on Exhibit 1 attached hereto.

5. If a Non-Debtor Counterparty objects to the Cure Costs for its Contract and/or to the proposed assumption, assignment and/or transfer of such Contract (including the transfer of any related rights or benefits thereunder and to the identity and adequate assurance of future performance provided by the Stalking Horse Bidder), the Non-Debtor Counterparty must file with the Bankruptcy Court and serve on the Notice Parties (as defined below) a written objection (a “Cure Cost/Assignment Objection”). Any Cure Cost/Assignment Objection must: (i) be in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor, including the amount of Cure Costs in dispute; and (v) be filed with the Bankruptcy Court and properly served on the Notice Parties so as to be received no later than **August 1, 2024 at 4:00 p.m. (ET)** (the “Cure Cost/Assignment Objection Deadline”). The “Notice Parties” are as follows: (a) proposed counsel to the Debtors, (i) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Sean M. Beach, Esq. (sbeach@ycst.com), Joseph M. Mulvihill, Esq. (jmulvihill@ycst.com), Rebecca L. Lamb (rlamb@ycst.com), and Benjamin C. Carver, Esq. (bcarver@ycst.com)), and (ii) Alston & Bird LLP, 90 Park Avenue, New York, New York 10066 (Attn: J. Eric Wise, Esq. (eric.wise@alston.com), Matthew K.

Kelsey, Esq. (matthew.kelsey@alston.com), and William Hao, Esq. (william.hao@alston.com)); (b) counsel to the Official Committee of Unsecured Creditors, (i) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), and Sharon I. Dwoskin (sdwoskin@brownrudnick.com)), and (ii) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)); (c) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak, Esq. (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes, Esq. (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim, Esq. (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware, (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)); (d) counsel to the NewCo Stalking Horse Bidder, McGuireWoods LLP, Tower Two-Sixty, 260 Forbes Avenue, Suite 1800, Pittsburgh, PA 15222 (Attn: Mark Freedlander, Esq. (mfreedlander@mcguirewoods.com) and Frank Guadagnino, Esq. (fguadagnino@mcguirewoods.com)); (e) counsel to the Avalon Stalking Horse Bidder, Thompson Coburn LLP, 10100 Santa Monica Boulevard, Suite 500 (Attn: Barry Weisz (bweisz@thompsoncoburn.com), and Mark T. Power (mpower@thompsoncoburn.com)); (f) counsel to the ABC Stalking Horse Bidder, JD Thompson Law, Post Office Box 33127, Charlotte, NC 28233 (Attn: Judy Thompson (jdt@jdthompsonlaw.com)); and (g) Richard Schepacarter, Esq., Office of the United States Trustee, 844 N. King Street, Suite 2207, Lockbox 35, Wilmington DE, 19801 (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)).

6. Objections (a “Post-Auction Objection”) of any Non-Debtor Counterparty related solely to the identity of, and adequate assurance of future performance provided by the Successful Bidder(s) in the event a Stalking Horse Bidder is not the Successful Bidder with respect to the applicable Assigned Contract must (i) be in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor, including the amount of Cure Costs in dispute; and (v) be filed with the Bankruptcy Court and properly served on the Notice Parties so as to be received no later than **August 7, 2024 at 4:00 p.m. (ET)** (the “Post-Auction Objection Deadline”); provided, however, that any objection of a Non-Debtor Counterparty related to a Stalking Horse Bid (including with respect to the identity of and adequate assurance of future performance provided by a Stalking Horse Bidder) must be filed as a Cure Cost/Assignment Objection by the Cure Cost/Assignment Objection Deadline.

7. At the Sale Hearing, the Debtors may seek Bankruptcy Court approval of the assumption and assignment to any Successful Bidder of those Contracts that have been selected by the Successful Bidder to be assumed and assigned. The Debtors and their estates reserve any and all rights with respect to any Contracts that are not ultimately assigned to the Successful Bidder.

8. ANY NON-DEBTOR COUNTERPARTY TO A CONTRACT WHO FAILS TO TIMELY FILE AND PROPERLY SERVE A CURE COST/ASSIGNMENT OBJECTION OR POST-AUCTION OBJECTION AS PROVIDED HEREIN WILL (I) BE

FOREVER BARRED FROM OBJECTING TO THE CURE COSTS AND FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH CONTRACT IN THE EVENT IT IS ASSUMED AND/OR ASSIGNED BY THE DEBTORS AND THE DEBTORS SHALL BE ENTITLED TO RELY SOLELY UPON THE CURE COSTS, AND (II) BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION, ASSIGNMENT AND/OR TRANSFER OF SUCH CONTRACT (INCLUDING THE TRANSFER OF ANY RELATED RIGHTS AND BENEFITS THEREUNDER) TO THE RELEVANT SUCCESSFUL BIDDER AND SHALL BE FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTORS OR THE SUCCESSFUL BIDDER THAT ANY ADDITIONAL AMOUNTS ARE DUE OR DEFAULTS EXIST, OR CONDITIONS TO ASSUMPTION, ASSIGNMENT, AND/OR TRANSFER MUST BE SATISFIED UNDER SUCH CONTRACT, OR THAT ANY RELATED RIGHT OR BENEFIT UNDER SUCH CONTRACT CANNOT OR WILL NOT BE AVAILABLE TO THE RELEVANT SUCCESSFUL BIDDER.

9. If a Non-Debtor Counterparty files a Cure Cost/Assignment Objection satisfying the requirements of these Assignment Procedures, the Debtors and the Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention (the “Resolution Procedures”). If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, the Bankruptcy Court shall make all necessary determinations relating to such Cure Cost/Assignment Objection at a hearing scheduled pursuant to the following Paragraph.

10. Consideration of unresolved Cure Cost/Assignment Objections and Post-Auction Objections relating to all Contracts, if any, will be held at the Sale Hearing, provided, however, that (i) any Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection and (ii) the Debtors, in consultation with the Consultation Parties, may adjourn a Cure Cost/Assignment objection in their discretion.

11. A timely filed and properly served Cure Cost/Assignment Objection or Post-Auction Objection will reserve the filing Non-Debtor Counterparty’s rights relating to the Contract, but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.

12. The Debtors’ assumption and/or assignment of a Contract is subject to approval by the Bankruptcy Court, consummation of the Sale and receipt of a Confirmation Notice (as defined below). Absent consummation of the Sale, receipt of a Confirmation Notice and entry of a Sale Order approving the assumption and/or assignment of the Contracts, the Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

13. Within ten (10) days following the assumption and assignment of any Contract to the relevant Successful Bidder, the Debtors shall file with the Bankruptcy Court and shall serve each Non-Debtor Counterparty whose Contract the Debtors assumed and/or assigned with a notice of assumption and assignment of such Contract (the “Confirmation Notice”). Any

Contract where no Confirmation Notice was served shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors. Contracts may be designated or de-designated for assumption and assignment at any time prior to the consummation of the Sale.

14. Copies of the Motion, the Bidding Procedures, the Bidding Procedures Order, and the Assignment Procedures may be obtained by parties in interest free of charge on the dedicated webpage related to the Debtors' chapter 11 cases maintained by the claims and noticing agent in these cases (<https://cases.ra.kroll.com/CoachUSA>). Copies of such documents are also available for inspection during regular business hours at the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801, and may be viewed for a fee on the internet at the Court's website (<http://www.deb.uscourts.gov/>) by following the directions for accessing the ECF system on such website.

[The remainder of this page is intentionally left blank.]

Dated: _____, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/
Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
Joseph M. Mulvihill (No. 6061)
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- and -

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Matthew K. Kelsey (admitted *pro hac vice*)
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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 1

Assigned Contracts

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS Court File No: CV-24-00722168-00CL
AMENDED
AND IN THE MATTER OF MEGABUS CANADA INC., 3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR (PROPERTIES)
INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND INVESTMENTS LIMITED**

**APPLICATION OF COACH USA, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS
AMENDED**

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

**THIRD SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)**

BENNETT JONES LLP

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Toronto, ON M5X 1A4

Kevin Zych (LSO#33129T)

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Email: shakram@bennettjones.com

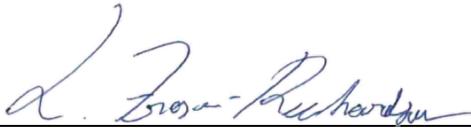
Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5521

Email: singhcheemam@bennettjones.com

Lawyers for the Applicant

THIS IS **EXHIBIT "J"** REFERRED TO IN THE AFFIDAVIT
OF SPENCER WARE, SWORN BEFORE ME
THIS 19TH DAY OF AUGUST, 2024.

A handwritten signature in blue ink, appearing to read "Linda Fraser-Richardson", written over a horizontal line.

LINDA FRASER-RICHARDSON
A Commissioner for taking Affidavits
(or as may be)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (____)

(Joint Administration Requested)

DECLARATION OF JOHN SALLSTROM IN SUPPORT OF DEBTORS' MOTION FOR ENTRY OF (A) AN ORDER (I) APPROVING BIDDING PROCEDURES IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) DESIGNATING STALKING HORSE BIDDERS AND STALKING HORSE BIDDER PROTECTIONS, (III) SCHEDULING AUCTION FOR AND A HEARING TO APPROVE THE SALE OF ASSETS, (IV) APPROVING NOTICE OF RESPECTIVE DATE, TIME AND PLACE FOR AUCTION AND FOR A HEARING ON APPROVAL OF THE SALE, (V) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (VI) APPROVING FORM AND MANNER OF NOTICE THEREOF, AND (VII) GRANTING RELATED RELIEF; AND (B) ORDERS AUTHORIZING AND APPROVING (I) THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, RIGHTS, ENCUMBRANCES, AND OTHER INTERESTS, (II) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

John Sallstrom, pursuant to 28 U.S.C. § 1746, declares as follows:

1. I am a Director in the Financial Restructuring Group for Houlihan Lokey, an investment banking and advisory firm with its principal office at 10250 Constellation Blvd., 5th Floor, Los Angeles, CA 90067.

2. Houlihan Lokey has been engaged to serve as proposed investment banker to Coach USA, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors" or the "Company").

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

3. I submit this declaration in support of *Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief (the "Motion")*.²

4. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge of the Debtors' operations and finances, personal knowledge gleaned during the course of my engagement with the Debtors, my discussions with the Debtors' senior management or members of Houlihan Lokey, my review of relevant documents, or my opinion based upon experience, knowledge, and information concerning the Debtors' operations and financial affairs. I have reviewed and I am familiar with the Motion, the Stalking Horse APAs, and the Bidding Procedures and I am authorized to submit this declaration. If called upon to testify, I could and would testify competently to the facts set forth herein.

Qualifications

5. I am a member of Houlihan Lokey's Financial Restructuring Group. While working at Houlihan Lokey over the course of 12 years, I have gained significant experience

² Capitalized terms used but not defined herein shall have the meanings set forth in the Motion.

advising clients in restructuring transactions across a diverse range of industries. I specialize in advising both debtors and creditors in financial restructurings and distressed mergers and acquisitions, raising capital for troubled businesses and advising debtors and creditor constituencies in bankruptcy proceedings. My distressed sale and restructuring experiences include advising distressed companies, official committees of creditors and other significant stakeholders, including the following bankruptcies: Cineworld Group plc, Catalina Marketing Corporation, Garrett Motion Inc., RentPath Holdings, Inc., Aceto Corporation, ATD Corporation and Westinghouse Electric Company LLC, among others.

6. Houlihan Lokey is global investment bank with 36 locations worldwide and over 1,800 financial professionals with expertise in mergers and acquisitions, capital markets, financial restructuring, and financial and valuation advisory. The firm was ranked as the No. 1 investment bank for all global M&A transactions in 2023, the No. 1 global restructuring advisor in 2023, and the No. 1 global M&A fairness opinion advisor over the past 25 years, all based on number of transactions and according to data provided by LSEG (formerly Refinitiv). Houlihan Lokey serves more than 2,000 clients annually ranging from closely held companies to global corporations.

7. Houlihan Lokey's Financial Restructuring Group, which has more than 275 professionals, is one of the leading advisors and investment bankers to debtors, secured and unsecured creditors, acquirers, and other parties-in-interest involved in financially troubled companies based in a variety of industries and requiring complex financial restructurings, both in and outside of bankruptcy. Houlihan Lokey has been, and is, involved in a number of large restructuring cases in the United States. In particular, Houlihan Lokey has extensive experience in providing advisory services to debtors and creditors in complex sale transactions pursuant to section 363 of the Bankruptcy Code.

8. Among other advisory services, Houlihan Lokey has: (a) familiarized itself with the assets and operations of the Debtors; (b) reviewed the Debtors' liquidity and projected cash flow; (c) assisted the Debtors in evaluating financing alternatives; and (d) helped the Debtors prepare for a potential chapter 11 filing. Houlihan Lokey has run and continues to pursue a marketing process to identify potential investors or purchasers to engage in a strategic merger, acquisition or other corporate transaction to acquire all or portions of the Debtors as a going concern or otherwise. I also have participated in (a) discussions among the Debtors, their creditors and other interested parties and (b) meetings with the Debtors' Board of Directors to keep the Board apprised of the restructuring process and provide advice regarding strategic alternatives, including a potential chapter 11 process.

9. Since Houlihan Lokey's engagement on or about November 7, 2023, I, along with other members of the team at Houlihan Lokey, have worked closely with the Debtors' senior management team, CR3 Partners ("CR3"), and Alston & Bird LLP, the Debtors' proposed co-counsel in these Chapter 11 Cases, and have become knowledgeable about the Debtors' business, finances, operations and systems to allow us to provide an assessment of, and demonstrate the need for, a proposed process and timeline for the sale of the Debtors' assets in the event that a standalone restructuring cannot be accomplished.

Sale Process and Selection of Stalking Horse Bidders

10. On or around December 4, 2023, the Debtors launched a marketing process for the sale of substantially all of the Debtors' assets. In conjunction with this process, the Debtors populated a data room with information regarding the Debtors' various business lines. In addition, Houlihan Lokey conducted a broad marketing process, which included direct contact with more than 145 potential purchasers, which resulted in more than 70 parties executing

nondisclosure agreements with the Debtors to further explore a transaction with respect to some or all of the Debtors' business segments and/or assets. The Debtors and their advisors set an initial deadline for the submission of indications of interest for January 12, 2024, although, thereafter, the Debtors have received several additional indications of interest. As of the Petition Date, 16 parties provided indications of interest in response to the sale and marketing process. The indications of interest were varied in scope and value. For example, the Debtors received several indications of interest for the purchase of certain of the Debtors' assets (*e.g.*, buses, trademarks, and web platforms), indications of interest for various business lines, and at least one indication of interest for the purchase of substantially all of the Debtors' assets.³

11. All of these expressions of interest were communicated to the Prepetition ABL Administrative Agent and its respective advisors. As the prepetition marketing and sale process progressed, the Debtors, after extensive consultation with the Prepetition ABL Administrative Agent and the Prepetition ABL Lenders, began to focus on transactions to maximize value in connection with going concern sales of substantially all of the assets of various business segments, and the liquidation of the fleet and other assets of the remaining business segments.

A. The Sale of the NewCo Assets

12. Following negotiations with Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company (collectively, the "NewCo Stalking Horse Bidder"), which is an affiliate of The Renco Group, Inc., the Debtors determined, with the assistance of their advisors, that the NewCo Stalking Horse APA contained the most favorable terms available at this time for the sale of substantially all of the assets of the Debtors' business segments known as Dillon's,

³ The Debtors received one indication of interest for substantially all of the Debtors' assets. However, that indication of interest was subsequently revised to include only a subset of the business segments and later was withdrawn as the buyer no longer remained interested in the opportunity.

Elko, Megabus Retail, Montreal, Olympia, Trentway/Ontario, Perfect Body, Rockland, Shortline, Suburban, Van Galder and Wisconsin (the “NewCo Business Segments”) and other assets on a going concern basis. The proposed sale pursuant to the NewCo Stalking Horse APA and the continued marketing of the NewCo Assets pursuant to the Bidding Procedures would enable the Debtors to maximize the value of the NewCo Assets while, at the same time, seeking to preserve the approximately 1,797 union and non-union jobs associated with the NewCo Business Segments. Entry into the NewCo Stalking Horse APA would also allow the Company to pursue value maximizing transactions with respect to the remaining Assets.

13. As a result, on June 11, 2024, the Debtors executed the NewCo Stalking Horse APA, which agreement shall serve as the stalking horse agreement for (i) substantially all of the assets of the NewCo Business Segments, (ii) all intellectual property assets, certain contracts, and other assets of the Megabus Northeast and Community Coach business segments, and (iii) and such other assets as identified in the NewCo Stalking Horse APA (collectively, the “NewCo Assets”) at the Auction (to the extent the Debtors receive another Qualified Bid for the NewCo Assets prior to the Bid Deadline).

14. The NewCo Stalking Horse APA provides for total consideration for the NewCo Assets in the amount of at least \$130,000,000, which includes the assumption of \$130,000,000 of the Prepetition ABL Facility and DIP Facility, and the assumption of certain specified leases and other contracts. Moreover, pursuant to the NewCo Stalking Horse APA, the NewCo Stalking Horse Bidder has agreed to assume all of the collective bargaining agreements (“NewCo CBAs”) relating to the approximately 1,000 union employees associated with the Debtors’ NewCo Business Segments. This Stalking Horse Bid will establish a valuable floor for the NewCo Assets with the opportunity for other bidders to top this Stalking Horse Bid in a public auction

process pursuant to the Bidding Procedures.

B. The Sale of the Avalon Assets

15. Following negotiations with AVALON Transportation, LLC (including any designee, “Avalon” or the “Avalon Stalking Horse Bidder”), the Debtors determined, with the assistance of their advisors, that the Avalon Stalking Horse APA contained the most favorable terms available at this time for the sale of substantially all of the assets of the Debtors’ business segments known as Lenzner, Kerrville, All West, and ACL Atlanta (the “Avalon Business Segments”) and such other assets as on a going concern basis. The proposed sale pursuant to the Avalon Stalking Horse APA and the continued marketing of the Avalon Assets pursuant to the Bidding Procedures would enable the Debtors to maximize the value of the Avalon Assets while, at the same time, seeking to preserve at least 80% of all of the Debtors’ current employees at the Avalon Business Segments, to which Avalon has committed to offer employment.

16. As a result, on June 11, 2024, the Debtors executed the Avalon Stalking Horse APA, which agreement shall serve as the stalking horse agreement for substantially all of the assets of the Avalon Business Segments, and such other assets as identified in the Avalon Stalking Horse APA (collectively, the “Avalon Assets”) at the Auction (to the extent the Debtors receive another Qualified Bid for the Avalon Assets prior to the Bid Deadline). The Avalon Stalking Horse APA provides for total consideration for the Avalon Assets for \$14,836,000 plus the assumption of certain assumed liabilities as set forth in the Avalon Stalking Horse APA.

C. The Sale of the ABC Assets

17. Following negotiations with ABC Bus, Inc. (“ABC” or the “ABC Stalking Horse Bidder”), the Debtors determined, with the assistance of their advisors, that the ABC Stalking Horse APA contained the most favorable terms available at this time for the sale of 143 of the

Debtors' double deck buses and such other assets identified in the ABC Stalking Horse APA (the "ABC Assets", and together with the NewCo Assets and Avalon Assets, the "Stalking Horse Assets"). The proposed sale pursuant to the ABC Stalking Horse APA and the continued marketing of the ABC Assets pursuant to the Bidding Procedures would enable the Debtors to maximize the value of the ABC Assets.

18. As a result, on May 7, 2024, the Debtors executed the ABC Stalking Horse APA, which agreement shall serve as the stalking horse agreement for the ABC Assets at the Auction (to the extent the Debtors receive another Qualified Bid for the ABC Assets prior to the Bid Deadline). The ABC Stalking Horse APA provides for total cash consideration for the ABC Assets of \$2,335,000.

D. The Sale of the Remaining Assets

19. The Debtors' nine remaining business segments that are not the subject of a Stalking Horse APA—namely Butler, Powder River, Anaheim, Community Coach, ONE Bus, Megabus Atlanta, Megabus Florida, Megabus Northeast, and Megabus Texas (the "Remaining Business Segments") have assets (the "Remaining Assets") that are not being acquired through the Stalking Horse APAs. Pursuant to the Motion, the Debtors are also seeking to sell the Remaining Assets, which include over 200 single deck buses, intellectual property, equipment, unexpired leases, contract rights, other vehicles, and other assets related to the Remaining Business Segments. During the course of the prepetition marketing process the Debtors received indications of interest for the purchase of certain Remaining Business Segments as a going concern and the Debtors intend to continue the pursuit of potential going concern transactions for the Remaining Business Segments postpetition.

E. The Sale of the Debtors' Assets

20. The Debtors seek to use the protections of the Bankruptcy Code to continue to market the Debtors' Assets, and conduct an auction of Assets, with the Stalking Horse APAs as the baseline bids for the respective Stalking Horse Assets. The Debtors believe that this course of action is value-maximizing and will yield results that are in the best interests of the Debtors' estates and creditors.

21. The Stalking Horse Bids constitute the best offer reasonably available for the Stalking Horse Assets at this time. It is my opinion that subjecting the Stalking Horse Bids to the competitive bidding and auction process established by the Bidding Procedures will enable the Company to solicit higher or otherwise better bids for the benefit of all stakeholders. The goal of the Debtors' continued postpetition sale process is now to leverage the Stalking Horse APAs to have new or existing bidders submit offers for the Stalking Horse Assets in accordance with the Bidding Procedures. I believe that this process is the best option reasonably available given the circumstances to generate the greatest level of interest in purchasing the Stalking Horse Assets and to reach the Company's objective of achieving the highest value available at this time for its stakeholders.

22. Given the breadth of this marketing effort, I believe many of the potential buyers that are most likely to make Qualified Bids on the Assets have already been contacted by Houlihan Lokey as part of the sale process, have had the opportunity to make proposals, and are aware of the Debtors' goal of effectuating a prompt sale process to achieve the highest value available.

Bidding Procedures

23. Working in tandem with the Debtors and the Debtors' other advisors, we designed

and negotiated the Bidding Procedures with the goal of permitting a fair and efficient competitive sale process, consistent with the timeline of the Chapter 11 Cases.

24. If approved, the Bidding Procedures will allow the Debtors to solicit and identify bids from potential bidders that constitute the highest and otherwise best offers for the Assets, which will allow the Debtors and potential bidders to craft sales that will obtain the highest value for the estates under these circumstances.

25. The Bidding Procedures recognize the Debtors' fiduciary obligations to maximize sale value, and, as such, do not impair the Debtors' ability to consider all qualified bid proposals and preserve the Debtors' right to modify the Bidding Procedures as necessary or appropriate to maximize value for their estates in consultation with key parties set forth therein, consistent with the terms of that certain Debtor-In-Possession Credit Agreement among certain of the Debtors, Wells Fargo Bank, National Association, as administrative agent and the other financial institutions party thereto ("DIP Credit Agreement").

26. In formulating the Bidding Procedures and the time periods set forth therein, the Debtors balanced the need to provide adequate and appropriate notice to parties in interest and potential bidders with the need to quickly and efficiently run a sale process with the Debtors' available liquidity to achieve the highest value available at this time, while remaining in compliance with the Milestones (as defined in the DIP Credit Agreement). Failure to adhere to the Milestones would have severe consequences and threaten the Debtors' ability to continue along the best path for the Debtors and maximize the value of their estates.

27. The Bidding Procedures provide for an orderly and uniform mechanism by which interested buyers and investors can submit offers for the Assets and will ensure a competitive and fair bidding process. The Debtors, with the assistance of their advisors, have structured the

Bidding Procedures to promote active bidding from seriously interested parties and will confirm the best and highest offer reasonably available for such assets. Additionally, the Bidding Procedures will allow the Debtors to conduct the Auction, subject to the terms of the Bidding Procedures, in a controlled, fair and open manner that will encourage participation by financially capable bidders that demonstrate the ability to close a transaction.

Bid Protections and Designation of Stalking Horse Bidders

28. Pursuant to the NewCo Stalking Horse APA, the Debtors have agreed, after arms'-length negotiations with the NewCo Stalking Horse Bidder and subject to Court approval, to provide the NewCo Stalking Horse Bidder with bid protections in the form of (a) reimbursement of reasonable and documented fees and expenses of the NewCo Stalking Horse Bidder not to exceed \$1,150,000 (the "NewCo Purchaser Expense Reimbursement") following the termination of the NewCo Stalking Horse APA under certain circumstances, and (b) a breakup fee equal \$3,450,000, which represents approximately 2.65% of the purchase price (the "NewCo Break-Up Fee"), payable in certain events, including in the event that the Debtors consummate an Alternative Transaction (as defined in the NewCo Stalking Horse APA).

29. The NewCo Bid Protections are a necessary condition for the NewCo Stalking Horse Bidder to enter into the NewCo Stalking Horse APA, as the NewCo Stalking Horse Bidder was unwilling to hold open its offer without assurance of payment of the key provisions set forth above under the conditions set forth in the NewCo Stalking Horse APA. Further, the payment of the NewCo Bid Protections will not diminish the Debtors' estates as any Alternative Transaction (as defined in the NewCo Stalking Horse APA) or competing bid must exceed the bid set forth in the NewCo Stalking Horse APA by an amount that exceeds the sum of the NewCo Break-Up Fee and NewCo Purchaser Expense Reimbursement by at least \$1,000,000, increasing the ultimate

value of the sale to the benefit of the Debtors' stakeholders and parties in interest.

30. Pursuant to the Avalon Stalking Horse APA, the Debtors have agreed, after arms'-length negotiations with the Avalon Stalking Horse Bidder and subject to Court approval, to provide the Avalon Stalking Horse Bidder with bid protections in the form of (a) reimbursement of reasonable and documented fees and expenses of the Avalon Stalking Horse Bidder not to exceed \$148,360 (the "Avalon Purchaser Expense Reimbursement") following the termination of the Avalon Stalking Horse APA under certain circumstances, and (b) a breakup fee equal \$445,080, which represents 3% of the purchase price (the "Avalon Break-Up Fee"), payable in certain events, including in the event that the Debtors consummate an Alternative Transaction (as defined in the Avalon Stalking Horse APA).

31. The Avalon Stalking Horse APA further provides that further provides for the purchase of the real property, intellectual property, and personal property therein, as well as the assumption and assignment of the contracts and leases, respectively set forth in Schedules 2.1(b) and 2.1(c) therein. The Accounts Receivables associated with the Avalon Assets are not being acquired as part of the Avalon Assets. The Avalon Stalking Horse APA also provides for the assumption and assignment of the only CBA related to the operations of the Avalon Business Segments—which is at Lenzner—and the requirement that the Purchaser offer employment pursuant to the express terms and conditions set forth in the Avalon Stalking Horse APA to at least 80% of the Debtors' current employees at the Avalon Business Segments. The Avalon Stalking Horse APA also provides that Avalon will recognize the union with respect to the Lenzner business segment and agree to accept the terms of the CBA subject only to the necessary changes needed to provide substantially equivalent benefits and policies to Avalon's benefit plans and policies.

32. The Avalon Bid Protections are a necessary condition for the Avalon Stalking Horse Bidder to enter into the Avalon Stalking Horse APA, as the Avalon Stalking Horse Bidder was unwilling to hold open its offer without assurance of payment of the key provisions set forth above under the conditions set forth in the Avalon Stalking Horse APA. Further, the payment of the Avalon Bid Protections will not diminish the Debtors' estates as any Alternative Transaction (as defined in the Avalon Stalking Horse APA) or competing bid must exceed the bid set forth in the Avalon Stalking Horse APA by an amount that exceeds the sum of the Avalon Break-Up Fee and Avalon Purchaser Expense Reimbursement by at least \$300,000, increasing the ultimate value of the sale to the benefit of the Debtors' stakeholders and parties in interest.

33. Pursuant to the ABC Stalking Horse APA, the Debtors have agreed, after arms'-length negotiations with the ABC Stalking Horse Bidder and subject to Court approval, to provide the ABC Stalking Horse Bidder with bid protections in the form of (a) reimbursement of reasonable and documented fees and expenses of the ABC Stalking Horse Bidder not to exceed \$25,000 (the "ABC Purchaser Expense Reimbursement") following the termination of the ABC Stalking Horse APA under certain circumstances, and (b) a breakup fee equal \$93,000, which represents approximately 3.98% of the purchase price (the "ABC Break-Up Fee"), payable in certain events, including in the event that the Debtors consummate an Alternative Transaction (as defined in the ABC Stalking Horse APA).

34. The ABC Bid Protections are a necessary condition for the ABC Stalking Horse Bidder to enter into the ABC Stalking Horse APA, as the ABC Stalking Horse Bidder was unwilling to hold open its offer without assurance of payment of the key provisions set forth above under the conditions set forth in the ABC Stalking Horse APA. Further, the payment of the ABC Bid Protections will not diminish the Debtors' estates as any Alternative Transaction

(as defined in the ABC Stalking Horse APA) or competing bid must exceed the bid set forth in the ABC Stalking Horse APA by an amount that exceeds the sum of the ABC Break-Up Fee and ABC Purchaser Expense Reimbursement by at least \$50,000, increasing the ultimate value of the sale to the benefit of the Debtors' stakeholders and parties in interest.

35. In addition, that the presence of the Stalking Horse Bidders will set a floor for the value of the respective Assets and attract other potential buyers to bid for such assets, thereby maximizing the realizable value of the assets for the benefit of the Debtors' estates, their creditors and all other parties in interest. In the event that the Stalking Horse Bidders are not the winning bidders at the relevant Auction for the Stalking Horse Assets, respectively, but the relevant Stalking Horse Bidder represents the second highest or best bid, it will be obligated to serve as a "backup" bidder (provided the Alternative Transaction is for the same assets as the relevant Stalking Horse APA).

36. Bidding incentives and protections such as these Bid Protections are valuable to chapter 11 debtors and have become a recognized practice in chapter 11 cases because they enable a debtor to ensure a sale to a contractually committed buyer at a price the debtor believes is reasonable and appropriate, while providing the debtor with the potential of obtaining an enhanced recovery through an auction process.

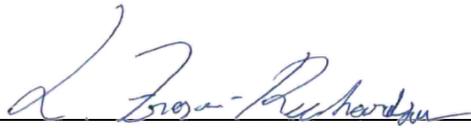
37. I believe that the Debtors' decision to offer the Bid Protections are (a) commensurate to the benefits conferred upon the Debtors' estates by the Stalking Horse Bidders; (b) reasonable and appropriate in light of the circumstances and the size and nature of the proposed sale and the efforts that have been and will be expended by the Stalking Horse Bidders; and (c) are not expected to chill bidding on the Stalking Horse Assets.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 11, 2024
Minneapolis, Minnesota

/s/ John Sallstrom
John Sallstrom

THIS IS **EXHIBIT "K"** REFERRED TO IN THE AFFIDAVIT
OF SPENCER WARE, SWORN BEFORE ME
THIS 19TH DAY OF AUGUST, 2024.

A handwritten signature in blue ink, appearing to read "Linda Fraser-Richardson", written over a horizontal line.

LINDA FRASER-RICHARDSON
A Commissioner for taking Affidavits
(or as may be)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

**DECLARATION OF JOHN SALLSTROM IN SUPPORT OF
DEBTORS' SALE OF ASSETS FREE AND CLEAR**

John Sallstrom, pursuant to 28 U.S.C. § 1746, declares as follows:

1. I am a Director in the Financial Restructuring Group for Houlihan Lokey, an investment banking and advisory firm with its principal office at 10250 Constellation Blvd., 5th Floor, Los Angeles, CA 90067.

2. I submit this declaration ("Supplemental Sale Declaration") to supplement my prior declarations in support of the *Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment*

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief [Docket No. 21] and Debtors' Motion for Entry of an Order (A) Approving (I) the Debtors' Designation of the Stalking Horse Bidder for Certain of the Debtors' Assets as Set forth in the Stalking Horse Agreement, (II) the Debtors' Entry into the Stalking Horse Agreement, and (III) the Bid Protections and (B) Granting Related Relief [Docket No. 215] and in further support of the Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief [Docket No. 20] (the "Sale Motion").²

3. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge of the Debtors' operations and finances, personal knowledge gleaned during the course of my engagement with the Debtors, my discussions with the Debtors' senior management or members of Houlihan Lokey, my review of relevant documents, or my opinion based upon experience, knowledge, and information concerning the Debtors' operations and

² The "Motions" refer to the Sale Motion, the motion designating Great Plains Crew Change Company, LLC ("GP") as a stalking horse bidder for the GP Assets, *see* [Docket No. 213], and the motion designating Newco as a stalking horse bidder for the Newco Assets, *see* [Docket No. 278]. Capitalized terms used but not defined herein shall have the meanings set forth in the Motions.

financial affairs. I have reviewed and I am familiar with the Motions, the Stalking Horse APAs, the Bidding Procedures, and the Auction process, and I am authorized to submit this declaration. If called upon to testify, I could and would testify competently to the facts set forth herein.

Qualifications

4. I am a member of Houlihan Lokey's Financial Restructuring Group. While working at Houlihan Lokey over the course of 12 years, I have gained significant experience advising clients in restructuring transactions across a diverse range of industries. I specialize in advising both debtors and creditors in financial restructurings and distressed mergers and acquisitions, raising capital for troubled businesses and advising debtors and creditor constituencies in bankruptcy proceedings. My distressed sale and restructuring experiences include advising distressed companies, official committees of creditors and other significant stakeholders, including the following bankruptcies: Cineworld Group plc, Catalina Marketing Corporation, Garrett Motion Inc., RentPath Holdings, Inc., Aceto Corporation, ATD Corporation and Westinghouse Electric Company LLC, among others.

5. Houlihan Lokey is global investment bank with 36 locations worldwide and over 1,800 financial professionals with expertise in mergers and acquisitions, capital markets, financial restructuring, and financial and valuation advisory. The firm was ranked as the No. 1 investment bank for all global M&A transactions in 2023, the No. 1 global restructuring advisor in 2023, and the No. 1 global M&A fairness opinion advisor over the past 25 years, all based on number of transactions and according to data provided by LSEG (formerly Refinitiv). Houlihan Lokey serves more than 2,000 clients annually ranging from closely held companies to global corporations.

6. Houlihan Lokey's Financial Restructuring Group, which has more than 275

professionals, is one of the leading advisors and investment bankers to debtors, secured and unsecured creditors, acquirers, and other parties-in-interest involved in financially troubled companies based in a variety of industries and requiring complex financial restructurings, both in and outside of bankruptcy. Houlihan Lokey has been, and is, involved in a number of large restructuring cases in the United States. In particular, Houlihan Lokey has extensive experience in providing advisory services to debtors and creditors in complex sale transactions pursuant to section 363 of the Bankruptcy Code.

7. Among other advisory services, Houlihan Lokey has: (a) familiarized itself with the assets and operations of the Debtors; (b) reviewed the Debtors' liquidity and projected cash flow; (c) assisted the Debtors in evaluating financing alternatives; (d) conducted a sale process for the Debtors' assets; and (e) helped the Debtors prepare for a potential chapter 11 filing. I also have participated in (a) discussions among the Debtors, their creditors, and other interested parties and (b) meetings with the Debtors' boards of directors (collectively, the "Board") to keep them apprised of the restructuring process and provide advice regarding strategic alternatives, including a chapter 11 process.

8. Since Houlihan Lokey's engagement on or about November 7, 2023, I, along with other members of the team at Houlihan Lokey, have worked closely with the Debtors' senior management team, CR3 Partners ("CR3"), and Alston & Bird LLP, the Debtors' co-counsel in these Chapter 11 Cases, and have become knowledgeable about the Debtors' business, finances, operations and systems to allow us to provide an assessment of, and demonstrate the need for, a proposed process and timeline for the sale of the Debtors' assets in the event that a standalone restructuring cannot be accomplished.

The Postpetition Marketing Process

9. Since the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the Sale Motion on June 12, 2024, Houlihan Lokey continued to market the Assets for sale. Houlihan Lokey contacted or received inbound interest from 34 potentially interested parties, including various parties that had been contacted prior to filing of the Motion, and 31 potentially interested parties were given access to the data room.

10. Houlihan Lokey continued its efforts to market the Assets and ensure that the Debtors could obtain the highest and best value for the Assets. Prior to the Bid Deadline, all potentially interested parties received updates regarding the sale and auction process and, as of the Bid Deadline, there were 7 parties, excluding the existing Stalking Horse Bids, who submitted bids with respect to the Assets.

11. All of these bids were communicated to the Consultation Parties and their respective advisors, and all determinations regarding Qualified Bids and Successful Bids were made in consultation with the Consultation Parties.

Successful Bids for the Newco Assets, GP Assets, and ABC Assets

12. As of the Bid Deadline, the Debtors did not receive any Qualified Bid for the Newco Assets, GP Assets, or ABC Assets, besides the Stalking Horse Bids for these Stalking Horse Assets.

13. I believe that subjecting the Newco Stalking Horse Bid, GP Stalking Horse Bid, and ABC Stalking Horse Bid to the competitive bidding and Auction process established by the Bidding Procedures enabled the Debtors to confirm that these Stalking Horse Bids were the highest or otherwise best bids for the benefit of all stakeholders. Accordingly, after consultation with the Consultation Parties, the Debtors selected the Newco Stalking Horse Bidder, ABC

Stalking Horse Bidder, and GP Stalking Horse Bidder as the Successful Bidders for the Newco Assets, ABC Assets, and GP Assets, respectively, with their underlying Stalking Horse Bids selected as the Successful Bids for the respective Assets. These Successful Bids each constitute the highest and otherwise bests offer reasonably available for the respective Assets.

14. To my knowledge, each of the purchasers participated in the sale process in good faith.

Successful Bid for the Avalon Assets

15. The Debtors, in consultation with the Consultation Parties, determined that the Avalon Stalking Horse Bidder, TBL Group, Inc., and BlueHawaiianEagle, LLC were Qualified Bidders with respect to the Avalon Assets. The Debtors, in consultation with the Consultation Parties, determined that an Auction would be held with respect to the Avalon Assets on August 6, 2024 at 10 a.m. E.T. at the offices of Young Conaway Stargatt & Taylor, LLP, located at 1000 North King Street, Wilmington, Delaware 19801. The Debtors advised each of the Qualified Bidders and the Consultation Parties of the date, time, and location of the Auction.³

16. The Auction with respect to the Avalon Assets commenced on August 6, 2024 at approximately 10:00 a.m. prevailing Eastern Time and was attended either in person or by Zoom by representatives of the Debtors, the Consultation Parties, and each of the Qualified Bidders. Following 6 rounds of bidding, several working sessions with the Qualified Bidders for the Avalon Assets, and consultation sessions with the Consultation Parties, the Avalon Stalking Horse Bidder was declared the Successful Bidder for the Avalon Assets. The Successful Bid provides total consideration of \$22,626,440, which includes a credit bid of the Avalon Stalking Horse Bidders bid protections approved pursuant to the Bidding Procedures Order totaling

³ After consultation with the Consultation Parties, the Debtors allowed BlueHawaiianEagle to participate in the auction by Zoom.

\$593,440.

17. As a result of the Auction, the Debtors were able to realize an additional \$7,197,000 in cash value over and above the Avalon Stalking Horse Bid proceeds from the Avalon Stalking Horse Bidder, as the total cash consideration for the Avalon Assets increased from \$14,836,000 to \$22,033,000. These cash values do not include any liabilities or cure claims that the Avalon Stalking Horse Bidder is assuming and/or paying.

18. No other bid was higher or otherwise better than this Successful Bid. TBL Group Inc. was selected as the Next-Highest Bidder with a bid of \$20,754,000.

19. This Successful Bid constitutes the best offer reasonably available for the Avalon Assets. I believe that that subjecting the Avalon Stalking Horse Bid to the competitive bidding and Auction process established by the Bidding Procedures enabled the Debtors to achieve the highest or otherwise best bid for the benefit of all stakeholders.

20. To my knowledge, all participants in the Auction for the Avalon Assets acted in good faith, at arms' length and without collusion of any kind, and in accordance with the Bidding Procedures.

21. I have reviewed and am familiar with the Auction transcript, *see* [Docket No. 517], and I believe that the transcript accurately reflects the proceedings, except with respect to the following nonmaterial changes:

- i. Hr'g Tr. 10:14: "Jack Sallstrom" should be changed to "Matt Kelsey;"
- ii. Hr'g Tr. 11:1: "Jack Sallstrom" should be changed to "Matt Kelsey;" and
- iii. Hr'g Tr. 31:24: "\$22,33,000" should be changed to "\$22,033,000."

The Remaining Assets

22. As of the Auction date, the Debtors were still working with select potential bidders to qualify their bids as Qualified Bids for the Remaining Assets. Houlihan Lokey continues to engage with the Debtors and the Consultation Parties to determine whether to conduct an auction for those Remaining Assets in an effort to maximize value for benefit of the Debtors' estates.

The Court Should Approve the Sales

23. Based on my substantial experience and personal knowledge of the Debtors' sale and marketing efforts, and conduction of the Auction, I believe the Sales and corresponding Successful Bids, or, alternatively, the Next Highest Bid with respect to the Avalon Assets, represent the highest or best price reasonably attainable for the Assets and approval of the Sales are in the best interests of the Debtors, their creditors and their estates.

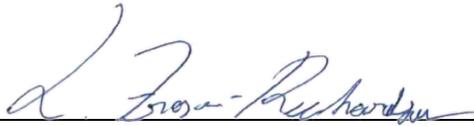
24. Therefore, for the reasons discussed above, I believe that approval of the Sales, and the Successful Bids represent the highest or otherwise best offers for the Assets under the circumstances and will thereby maximize value for the benefit of all stakeholders in the chapter 11 cases.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 12, 2024
Minneapolis, Minnesota

/s/ John Sallstrom
John Sallstrom

THIS IS **EXHIBIT "L"** REFERRED TO IN THE AFFIDAVIT
OF SPENCER WARE, SWORN BEFORE ME
THIS 19TH DAY OF AUGUST, 2024.

A handwritten signature in blue ink, appearing to read "Linda Fraser-Richardson", is written over a horizontal line.

LINDA FRASER-RICHARDSON
A Commissioner for taking Affidavits
(or as may be)

FIRST AMENDED ASSET PURCHASE AGREEMENT

by and among

the Sellers set forth on Schedule A,

BUS COMPANY HOLDINGS US, LLC,

NEWCAN COACH COMPANY ULC, and

SUPPLEMENTAL ASSUMED CLAIMS COMPANY, LLC

Dated as of August 13, 2024

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FIRST AMENDED ASSET PURCHASE AGREEMENT

This **FIRST AMENDED ASSET PURCHASE AGREEMENT** (this “Agreement”) is made as of August 13, 2024 (the “Agreement Date”), by and among the entities set forth on Schedule A hereto (collectively, the “Sellers” and individually each a “Seller”), Bus Company Holdings US, LLC, a Delaware limited liability company (“Newco USA”), Newcan Coach Company ULC (f/k/a 1485832 B.C. Unlimited Liability Company), an unlimited liability company incorporated under the laws of the Province of British Columbia (“Newco Canada” and, together with Newco USA, the “Purchaser”), and Supplemental Assumed Claims Company, LLC, a Delaware limited liability company (“Supplemental Claims Company”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

WHEREAS, Sellers and Purchaser previously entered into that certain Asset Purchase Agreement dated June 11, 2024 (the “Original Agreement”);

WHEREAS, Section 11.5 of the Original Agreement provides that the Original Agreement may be amended by a written instrument signed by an authorized representative of each of the Parties;

WHEREAS, Sellers, Purchaser, and Supplemental Claims Company desire to amend and restate the Original Agreement as set forth below;

WHEREAS, Sellers’ business is providing motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, throughout the United States and certain jurisdictions in Canada (as conducted by the Sellers, the “Business”);

WHEREAS, on or about June 11, 2024 (the “Petition Date”), Sellers, together with certain of their Affiliates and subsidiaries, commenced voluntary cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), which cases are jointly administered at Case No. 24-11258 (MFW) (the “Bankruptcy Case”);

WHEREAS, following the initiation of the Bankruptcy Case, Canadian Sellers, together with certain of their Affiliates and subsidiaries, commenced the Canadian Recognition Case under the CCAA in the Canadian Court (as such terms are defined herein) in order to, among other things, seek creditor protection for, and certain relief in respect of, the Canadian Sellers and certain of their Affiliates and subsidiaries;

WHEREAS, Purchaser has agreed to act as a “stalking horse bidder” and, if selected or deemed the “Successful Bidder” (as defined in the Bidding Procedures Order) in accordance with the Bidding Procedures, to purchase from Sellers, and Sellers desire to sell to Purchaser, all of the Purchased Assets, and to assume the Assumed Liabilities (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), upon the terms and conditions hereinafter set forth;

WHEREAS, this Agreement and the Sale Order have been amended from their initial forms dated June 11, 2024 to, among other things, resolve certain objections received by the Debtors from the Committee (as defined herein) to the entry of the Bidding Procedures Order;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement pursuant to section 105, 363, 365 and 1113(a) of the Bankruptcy Code and applicable Bankruptcy Rules; and

WHEREAS, the execution and delivery of this Agreement and Sellers' ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order and the Canadian Sale Recognition Order (each as defined herein).

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 **DEFINITIONS**

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

(a) "Accounts Receivable" means, with respect to the Business, all accounts receivable and other rights to payment generated by such Business and the full benefit of all security for such accounts receivable or rights to payment, including all accounts receivable in respect of goods shipped or products sold or services rendered to customers of such Business, any other miscellaneous accounts receivable of such Business, and any claim, remedy or other right of such Business related to any of the foregoing.

(b) "Action" means any demand, action, arbitration, audit, claim, cause of action, hearing, investigation, proceeding, litigation, citation, summons, subpoena, or suit (whether civil, criminal, administrative or investigative), whether at law or in equity.

(c) "Administrative Agent" means Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent for the lenders under the Credit Agreement.

(d) "Affiliate" means, as to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(e) "Agreement" has the meaning specified in the preamble.

- (f) “Agreement Date” has the meaning specified in the preamble.
- (g) “Allocation” has the meaning specified in Section 3.4.
- (h) “Alternative Transaction” means any sale, transfer or other disposition, directly or indirectly, of any of the assets comprising the Purchased Assets, or utilized in the Business, whether proposed to be effected pursuant to the Auction (as defined in the Bidding Procedures Order) or a merger, consolidation, share exchange or sale, amalgamation, foreclosure, compromise, asset sale, issuance, financing, restructuring, recapitalization, liquidation, transfer or redemption of any assets or securities of Sellers or any successor thereto or any similar transaction, in one transaction or a series of transactions with one or more Persons, other than the sale of the Purchased Assets to the Purchaser in accordance with the terms hereof.
- (i) “Ancillary Documents” means the Bill of Sale, the Assumption and Assignment Agreement, the Assignment of Trademarks, the Assignment of Domain Names, the Assumption and Assignment of Leases, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the Parties hereto in connection with the consummation of the transactions contemplated by this Agreement.
- (j) “Assigned Contracts” shall have the meaning given to it in Section 2.5(a).
- (k) “Assignment of Copyrights” has the meaning specified in Section 3.7(b).
- (l) “Assignment of Domain Names” has the meaning specified in Section 3.7(b).
- (m) “Assignment of Trademarks” has the meaning specified in Section 3.7(b).
- (n) “Assumed Contracts” has the meaning specified in Section 2.1(b).
- (o) “Assumed Debt Credit Documents” means the Credit Agreement and related documents entered into by the Purchaser in connection with the assumption by the Purchaser of the Assumed Secured Debt on terms acceptable to the Administrative Agent, in each case, consistent with the terms set forth in the Debt Commitment Letter.
- (p) “Assumed Equipment Leases” has the meaning specified in Section 2.1(k).
- (q) “Assumed Liabilities” has the meaning specified in Section 2.3.
- (r) “Assumed Real Property Leases” has the meaning specified in Section 2.1(c).

(s) “Assumed Secured Debt” means an amount of Secured Debt equal to \$130,000,000, assumed by Purchaser in satisfaction of the Purchase Price pursuant to the Assumed Debt Credit Documents.

(t) “Assumed Seller Plans” has the meaning specified in Section 2.1(r)

(u) “Assumed Vehicle Leases” has the meaning specified in Section 2.1(s).

(v) “Assumption and Assignment Agreement” means the Assumption and Assignment Agreement in substantially the form of Exhibit A.

(w) “Assumption and Assignment of Leases” has the meaning specified in Section 3.7(g).

(x) “Assumption Notice” has the meaning specified in the Bidding Procedures Order.

(y) “Auction” has the meaning set forth in the Bidding Procedures.

(z) “Audited Financial Statements” has the meaning set forth in Section 4.4.

(aa) “Avoidance Actions” means any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code.

(bb) “Bankruptcy Case” has the meaning specified in the recitals.

(cc) “Bankruptcy Code” means title 11 of the United States Code, sections 101-1532.

(dd) “Bankruptcy Court” has the meaning specified in the recitals.

(ee) “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Bankruptcy Case, and the general, local and chambers rules of the Bankruptcy Court.

(ff) “Bidding Procedures” has the meaning set forth in the Bidding Procedures Motion.

(gg) “Bidding Procedures Motion” means one or more motions and notices filed in the Bankruptcy Case by Sellers, in each case in form and substance agreed to by Purchaser and as set forth in Exhibit B, and served on creditors and parties in interest in accordance with the Bankruptcy Rules, which motion(s) seeks, among other things, (i) authority from the Bankruptcy Court for Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, (ii) approval of the Bidding Procedures, (iii) approving certain stalking horse protections identified therein, (iv) scheduling an auction and a Sale Hearing, (v) authorizing the

assumption and assignment of executory contracts and unexpired leases, and (vi) approving the form and manner of notice thereof.

(hh) “Bidding Procedures Order” means, collectively, (i) the order of the Bankruptcy Court entered on July 9, 2024 in the Bankruptcy Case at Docket No. 241 and (ii) the order of the Bankruptcy Court entered on July 19, 2024 in the Bankruptcy Case at Docket No. 306.

(ii) “Bills of Sale” means one or more Bills of Sale in substantially the form attached hereto as Exhibit D.

(jj) “Break-Up Fee” means an amount in cash equal to \$3,450,000.

(kk) “Business” has the meaning specified in the recitals.

(ll) “Business Day” means any day of the year on which banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

(mm) “Business Financial Statements” has the meaning set forth in Section 4.4.

(nn) “Business Systems” means all information technology and computer systems and networks (including computer software, websites, servers, systems, interfaces, networks, platforms, peripherals, devices, information technology and telecommunication hardware and other equipment) that relate to the transmission, storage, maintenance, organization, presentation, protection, generation, processing or analysis of data and information, including Company Data (whether or not in electronic format), and that are owned, leased or otherwise used by or for the benefit of any of the Sellers in connection with the Business.

(oo) “Canadian Court” means the Ontario Superior Court of Justice (Commercial List).

(pp) “Canadian Defined Benefit Plan” has the meaning specified in Section 4.14(l).

(qq) “Canadian Recognition Case” means the recognition proceedings before the Canadian Court commenced by Coach USA, Inc., in its capacity as foreign representative of the Bankruptcy Cases, pursuant to Part IV of the CCAA.

(rr) “Canadian Sale Recognition Order” means an Order of the Canadian Court recognizing and giving full force and effect in Canada to the Sale Order, which Order shall be in form and substance acceptable to the Purchaser and Sellers.

(ss) “Canadian Sellers” means 3329003 Canada, Inc., Megabus Canada Inc., 3376249 Canada, Inc., 4216849 Canada, Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., and Douglas Braund Investments Limited.

(tt) “Canadian Tax Act” means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1 (Canada), as amended, and the regulations promulgated thereunder.

(uu) “Cash and Cash Equivalents” means all Sellers’ cash (including petty cash and checks received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper and government securities and other cash equivalents.

(vv) “CASL” means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada) (S.C. 2010, c. 23).

(ww) “CCAA” means the *Companies’ Creditors Arrangement Act* (Canada).

(xx) “Claim” has the meaning given that term in section 101(5) of the Bankruptcy Code.

(yy) “Closing” has the meaning specified in Section 3.5.

(zz) “Closing Date” has the meaning specified in Section 3.5.

(aaa) “COBRA” means the United States Consolidated Omnibus Budget Reconciliation Act of 1985.

(bbb) “Code” means the United States Internal Revenue Code of 1986, as amended.

(ccc) “Collective Bargaining Agreements” has the meaning specified in Section 4.13.

(ddd) “Committee” means the official committee of unsecured creditors appointed in the Bankruptcy Case on June 25, 2024, notice of which was filed at Docket No. 139.

(eee) “Company Data” means, individually or collectively, Personal Information in the possession of, or entrusted to a third party by, any Seller, confidential information of any Seller and/or User Data in the possession of, or entrusted to a third party by, any Seller, in each case that is collected, used, disclosed, transferred, stored, protected, maintained, transmitted, or accessed in connection with the Business.

(fff) “Company Privacy Policy” means each external or internal privacy policy of any Seller and each past privacy policy of any Seller (but only with respect to obligations and terms in such past privacy policies that are currently binding on such Seller), in each case that relates to the Business, and including any policy relating to: (a) the privacy of users of any

Company Website; (b) the collection, storage, disclosure and transfer of any User Data or Personal Information or (c) the treatment of any employee information.

(ggg) “Company Website” means any public or private website owned or maintained or operated at any time by or on behalf of any of the Sellers in connection with the Business.

(hhh) “Competition Act” means the *Competition Act* (Canada), RSC 1985, c. C-34, as amended, and any regulations promulgated thereunder.

(iii) “Contract” means any agreement, contract, obligation, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, other than a Lease, to which a Seller is party.

(jjj) “Copyrights” means all United States, Canadian and foreign copyrights, whether subject to a registration or not, including all United States and Canadian copyright registrations and applications for registration and foreign equivalents, all moral rights, all common-law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention. Without limiting the foregoing, “Copyrights” include copyrights in Software.

(kkk) “Credit Agreement” means the Credit Agreement, dated as of April 16, 2019, among Project Kenwood Acquisition, LLC as the borrower, certain other borrowers party thereto, the lenders from time to time party thereto and the Administrative Agent (as amended, modified or supplemented from time to time in accordance therewith).

(lll) “Cure Costs” has the meaning specified in Section 2.5(a). For the avoidance of doubt, all Cure Costs shall be paid by Purchaser in the Ordinary Course of Business post-Closing.

(mmm) “Data Breach” means (a) any loss of, damage to, or unauthorized access to, acquisition of, use of or disclosure of, any Company Data, (b) any damage to, or unauthorized access to or use of, any Business Systems, or (c) a business email compromise incident or similar incident involving a transfer of Seller funds to an unauthorized party.

(nnn) “Data Protection Policies” means all Seller policies and procedures regarding data security, privacy, data transfer and the use of Company Data, or the security, protection, integrity or use of any Business Systems. Data Protection Policies includes all Company Privacy Policies.

(ooo) “Debt Commitment Letter” has the meaning specified in Section 5.6(a)(i).

(ppp) “Debt Financing” has the meaning specified in Section 5.6(a)(i).

(qqq) “DIP Agent” means Wells Fargo, National Association, in its capacity as administrative agent and collateral agent for the DIP Lenders.

(rrr) “DIP Credit Agreement” means that certain Debtor-in-Possession Credit Agreement, dated as of June 11, 2024, among the debtors in the Bankruptcy Cases, the lenders from time-to-time party thereto, and the DIP Agent (as may be amended, modified or supplemented from time to time in accordance therewith).

(sss) “DIP Lenders” mean the lenders from time-to-time party to the DIP Credit Agreement.

(ttt) “Documents” means all books, records, files, invoices, inventory records, product specifications, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and credit records of customers (including all data and other information stored on discs, tapes or other media) to the extent used in or to the extent relating to the Purchased Assets.

(uuu) “Domain Name Registrations” means any registration of an alphanumeric designation with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet.

(vvv) “Encumbrance” means with respect to the Business and Purchased Assets any interest, charge, lien, Claim, mortgage, lease, sublease, license or use and occupancy rights or agreement, hypothecation, deed of trust, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, survey exception, reciprocal easement, or other similar restriction or encumbrance of any kind.

(www) “Environmental Laws” means any Legal Requirement or agreement with any Governmental Authority (i) relating to pollution (or the cleanup thereof or the filing of information with respect thereto), human health or the protection of air, surface water, ground water, drinking water supply, land (including land surface or subsurface), plant and animal life or any other natural resource, or (ii) concerning exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production or disposal of Regulated Substances, in each case as amended and as now or hereafter in effect. The term “Environmental Laws” includes any common law or equitable doctrine (including injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to or threatened as a result of the presence of, exposure to, or ingestion of, any Regulated Substance.

(xxx) “Equipment” means all furniture, fixtures, equipment, computers, machinery, apparatus, appliances, Inventory, signage, supplies, forklifts and all other tangible personal property of every kind and description (other than the Purchased Vehicles).

(yyy) [Reserved]

(zzz) [Reserved]

(aaaa) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(bbbb) “ERISA Affiliate” means any Person that would be considered a single employer with a Seller under Sections 414(b), (c), (m) or (o) of the Code.

(cccc) “Escrow Account” has the meaning specified in Section 3.3.

(dddd) “Escrow Holder” has the meaning specified in Section 3.3.

(eeee) “ETA” means the *Excise Tax Act*, R.S.C., 1985, c. E-15 (Canada), as amended, and the regulations promulgated thereunder.

(ffff) “Excluded Assets” has the meaning specified in Section 2.2.

(gggg) “Excluded Contracts” has the meaning specified in Section 2.2(d).

(hhhh) “Excluded Leases” has the meaning specified in Section 2.2(e).

(iiii) “Excluded Liabilities” has the meaning specified in Section 2.4.

(jjjj) “Final Order” means an action taken or Order issued by an applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by Legal Requirement, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before any Governmental Authority and the time for filing any such petition or protest is passed; (iii) any Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed,

(kkkk) [Reserved]

(llll) “FMCSA” has the meaning specified in Section 6.3(b).

(mmmm) “Fraud” means actual, intentional, willful or knowing fraud under Delaware law (and not solely a constructive fraud, equitable fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) by or on behalf of a party to this Agreement in the making of a representation or warranty set forth in this Agreement or in any certificate delivered pursuant to Section 8.2 of this Agreement at the Closing.

(nnnn) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(oooo) “Going Concern Purchaser” has the meaning specified in Section 7.5(b).

(pppp) “Good Faith Deposit” has the meaning specified in Section 3.3.

(qqqq) “Governmental Authority” means any federal, state, provincial, municipal, local or foreign governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof or any federal, state, provincial, municipal, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission.

(rrrr) “Governmental Consents” has the meaning specified in Section 4.6.

(ssss) “GST/HST” means any goods and services tax and harmonized sales tax payable under Part IX of the ETA.

(tttt) “Hired Employees” means (i) those employees who accept the Purchaser’s offer of employment and commence working for the Purchaser on the Closing Date, and (ii) Quebec Employees who are employed with the Sellers immediately prior to the Closing Date and who do not refuse the transfer of their employment by operation of law to the Purchaser as of the Closing Date.

(uuuu) “Improvements” means the buildings, plants, structures, fixtures, systems, facilities, infrastructure and other improvements affixed or appurtenant to real property.

(vvvv) “Indebtedness” of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for borrowed money and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) all obligations with respect to any factoring programs of a Seller; and (vii) all obligations of the type referred to in clauses (i) through (vi) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations.

(www) “Insurance Policies” has the meaning specified in Section 4.16.

(xxxx) “Intellectual Property” means all intellectual property rights of any kind owned and/or licensed by any Seller and used in connection with the Business, including without

limitation all U.S., Canadian and foreign Software, Copyrights, Patents, Trademarks, Trade Secrets, Domain Name Registrations, all rights to privacy and personal information, and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing, and all applications and registrations for any of the foregoing.

(yyyy) “Inventory” means inventory, finished goods, raw materials, packaging, supplies, parts, and stocks of diesel fuel and other gasoline products.

(zzzz) “Investment Canada Act” means the Investment Canada Act, RSC 1985, c 28 (1st Supp), as amended, and includes the regulations thereunder.

(aaaaa) “IRS” means the United States Internal Revenue Service.

(bbbbb) “Knowledge of Sellers” or “Sellers’ Knowledge” (or words of similar import) mean the actual knowledge of any of Ross Kinnear, Derrick Waters, Jazmine Estacio, and Linda Burtwistle after a reasonable review of the relevant records and reasonable inquiry of their direct reports related to the applicable subject matter.

(ccccc) “Leased Real Property” means the leased real property listed or described on Schedule 4.7(b), including any Improvements to such Leased Real Property.

(dddd) “Leases” means leases, license agreements and permit agreements with respect to the Leased Real Property.

(eeee) “Legal Requirement” means any Order, constitution, law, principle of common law, regulation, statute or treaty of any Governmental Authority.

(ffff) “Lenders” means the lenders from time-to-time party to the Credit Agreement.

(ggggg) “Liability” means any debt, loss, Claim, damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise), and including all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

(hhhhh) “Liquidating Purchaser” has the meaning set forth in Section 7.5(a).

(iiii) “Material Adverse Effect” means any fact, event, development, circumstance, occurrence or effect (collectively, “Effect”) that individually or in combination with any other Effects (i) has a material adverse effect on the condition (financial or otherwise), on the business, assets, properties, liabilities, operations or results of operations of the Business or the

Purchased Assets, taken as a whole; provided, however, that none of the following shall be taken into account in determining whether there has been, is, or would reasonably be expected to be a Material Adverse Effect for purposes of this clause (i): (A) changes in general economic or political conditions, (B) changes in applicable Legal Requirements, (C) changes generally affecting the industry in which the Sellers operate, (D) acts of war, sabotage or terrorism, (E) (1) the commencement of the Bankruptcy Case or the events and conditions related or leading up thereto, (2) the effects that customarily result from the commencement of a case under chapter 11 of the Bankruptcy Code, and (3) any defaults under agreements as a result of the commencement of the Bankruptcy Case that have no effect under the terms of the Bankruptcy Code or where the exercise of remedies as a result of such defaults are stayed under the Bankruptcy Code, (F) any failure by Sellers to meet any internal or published budgets, projections or forecasts (it being understood that the underlying causes of such failure, to the extent not otherwise excluded by other clauses of this definition, may be taken into account in determining the occurrence of a Material Adverse Effect), or (G) any action taken (or omitted to be taken) by Sellers (x) that is expressly required by this Agreement or (y) at the express written request of Purchaser or Supplemental Claims Company; provided, further, however, that, with respect to clauses (A), (B), (C), and (D), such Effect shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent it has a disproportionate adverse effect on the Business or the Purchased Assets, taken as a whole, relative to other participants in the industries in which the Sellers operate; or (ii) that prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Sellers to consummate the transactions contemplated by this Agreement.

(jjjjj) “Material Contracts” has the meaning specified in Section 4.12.

(kkkkk) “Material Permits” has the meaning specified in Section 4.8(a).

(lllll) “Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA.

(mmmmm) “Newco Canada” has the meaning specified in the preamble.

(nnnnn) “Newco USA” has the meaning specified in the preamble.

(ooooo) “Non-Core Purchaser” has the meaning specified in Section 7.5(b).

(ppppp) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

(qqqqq) “Ordinary Course of Business” means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the applicable Seller in the ordinary and usual course) through the date hereof, consistent with past practice and operations.

(rrrrr) “Organizational Documents” means, with respect to any Person (other than an individual), (i) the certificate or articles of association, incorporation, organization, merger, amalgamation, limited partnership or limited liability company, or constitution or memorandum and articles of association and any joint venture, limited liability company, operating, stockholders or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person; and (ii) all bylaws of such Person and voting agreements to which such Person is a party relating to the organization or governance of such Person.

(sssss) “Original Agreement” has the meaning specified in the recitals.

(ttttt) “Owned Real Property” means, specifically excluding any Excluded Asset, all real property owned by Sellers or their Affiliate identified in Schedule 4.7(a)(i) and Schedule 2.1(A), together with all of Sellers’ and such Affiliate’s right, title and interest in and to the following: (i) all buildings, structures, systems, hereditaments and Improvements located on such real property owned by Sellers and such Affiliate; (ii) all Improvements on such real property owned by Sellers and such Affiliate; and (iii) all easements, if any, in or upon such real property owned by Sellers and such Affiliate, licenses and all rights-of-way, beneficial easements, licenses, and other rights, privileges and appurtenances belonging or in any way pertaining to such real property owned by Sellers and such Affiliate.

(uuuuu) “Party” or “Parties” means, individually or collectively, the Purchaser, Supplemental Claims Company, and Sellers.

(vvvvv) “Patents” means United States, Canadian and foreign inventorship rights and patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, technology, inventions (whether or not patentable or reduced to practice), and improvements thereto.

(wwwww) “PBGC” means Pension Benefit Guaranty Corporation.

(xxxxx) “Permits” means all franchises, grants, authorizations, registrations, licenses, permits (including operating permits), easements, variances, exceptions, consents, certificates, approvals, clearances and orders of any Governmental Authority that are necessary for Sellers to own, lease and operate its properties and assets or to carry on the Business as it is now being conducted.

(yyyyy) “Permitted Access Parties” has the meaning specified in Section 7.5(a).

(zzzzz) “Permitted Encumbrances” means with respect to the Business and Purchased Assets (i) Encumbrances that constitute Assumed Liabilities, (ii) statutory liens for current Taxes and assessments (A) not yet due and payable, including liens for ad valorem Taxes and statutory liens not yet due and payable arising other than by reason of any default by a Seller,

or (B) being contested in good faith by appropriate proceedings and, in each case of clauses (A) and (B), for which adequate reserves have been made and which statutory liens shall be released from the Purchased Assets at the Closing, (iii) landlords', carriers', warehousemen's, mechanics', suppliers', materialmen's, repairmen's liens or other similar Encumbrances that, in each case, are not material to the Business with respect to amounts not yet overdue and that do not arise from a breach, default or violation by any Seller of any Contract or Legal Requirement, (iv) easements, covenants, conditions, restrictions and other similar matters of record affecting any Leased Real Property or Owned Real Property that do not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto, (v) any Encumbrance or Claim affecting any Leased Real Property (or the owner, lessor or lessee thereof) that does not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto; provided, that, in each case enumerated in this definition, such Encumbrance shall only be a Permitted Encumbrance if it cannot be satisfied solely through the payment of money or otherwise removed, discharged, released or transferred, as the case may be, pursuant to section 363(f) of the Bankruptcy Code or otherwise, (vi) Encumbrances under the Assumed Debt Credit Documents with respect to the Assumed Secured Debt, and (vii) any Encumbrances that will be released as of the Closing.

(aaaaaa) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

(bbbbbb) "Personal Information" means (a) "personally identifiable information," "personal information" or "protected data," as such terms, or similar terms in purpose or effect, may be defined under any Privacy and Security Laws, or (b) any other information that, whether on its own or together with any other information, can be used to identify, contact or locate any individual, or any computer or other device used by such individual

(ccccc) "Petition Date" has the meaning specified in the recitals.

(dddddd) "Post-Close Filings" has the meaning specified in Section 7.5.

(eeeeee) "Post-Closing Tax Period" means any taxable period beginning on the day after the Closing Date and the portion of any Straddle Period beginning on the day after the Closing Date.

(ffffff) "Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period through the end of the Closing Date.

(gggggg) "Prepayments/Deposits" means deposits collected by Sellers from customers of the Business with respect to services rendered by Sellers to such customers.

(hhhhhh) "Prepetition Senior Debt" means Indebtedness under the Prepetition Senior Loan Documents.

(iiiiii) “Prepetition Senior Loan Documents” means the Credit Agreement and the other Financing Documents (as defined therein).

(jjjjjj) “Privacy and Security Laws” means all federal, state or international Legal Requirements relating to the collection, use, disclosure, transfer, storage, protection, maintenance, transmission, encryption, access to or privacy or security of Personal Information, including all Legal Requirements relating to (a) data or systems breach notification and (b) marketing to, communicating with or collecting payments from individuals.

(kkkkkk) “Privacy and Security Requirements” means (a) all Privacy and Security Laws applicable to the Business, (b) all Contracts to which any Seller is a party or otherwise bound relating to the use, transfer, privacy or security of Company Data, Business Systems or financial transactions, (c) all applicable industry security standards (including, to the extent applicable, the Payment Card Industry Data Security Standard, as amended from time to time) relating to the security or integrity of Company Data, Business Systems or financial transactions and (d) all Company Privacy Policies and the Data Protection Policies.

(llllll) “Privacy Consents” means all explicit or implied consents provided to Seller by its customers or prospective customers, suppliers, employees or other users, respecting any agreement regarding the handling of Personal Information; or regarding the receipt of commercial electronic messages or the installation of computer programs, within the meaning of CASL.

(mmmmmm) “Purchase Price” has the meaning specified in Section 3.1.

(nnnnnn) “Purchased Assets” has the meaning specified in Section 2.1.

(oooooo) “Purchased D&O Claims” means any and all Claims of the Debtors which first arose prior to the Petition Date against all current officers (who may also be current directors) who are Hired Employees;

(pppppp) “Purchased Deposits” means all deposits and prepayments made by Sellers with respect to the operation of the Business under an Assumed Contract, Assumed Vehicle Lease or Assumed Real Property Lease, including security deposits for rent (including such deposits made by Sellers, as lessee, or to Sellers, as lessor, in connection with the Assumed Real Property Leases), deposits made with respect to vehicle operating leases to the extent related to the Purchased Assets (pro-rated for the actual number of vehicles included in Purchased Assets) and prepaid charges and expenses of, and advance payments made by, Sellers, with respect to the operation of the Business, other than the Utility Escrow and any deposits or prepaid charges and expenses paid in connection with or relating primarily to any Excluded Assets or any Excluded Liability. For the avoidance of doubt, Purchased Deposits includes only those deposits and payments made pursuant to an Assumed Contract, Assumed Vehicle Lease or Assumed Real Property Lease, and then, only to the extent applicable to the period of time after the Closing Date.

(qqqqqq) “Purchased Vehicles” has the meaning specified in Section 2.1(s).

(rrrrrr) “Purchaser” has the meaning specified in the preamble.

(ssssss) “QST” means the Quebec sales tax imposed under Title I of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1, as amended, and the regulations promulgated thereunder.

(tttttt) “Qualifying Offer” has the meaning specified in Section 7.2(b).

(uuuuuu) “Quebec Employees” means employees of the Sellers employed principally in respect of the Purchased Assets in the province of Quebec.

(vvvvvv) “Regulated Substances” means all substances, compounds, chemicals, or other materials that are now or ever have been defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or other words of similar import, under any Environmental Law, or that are regulated pursuant to or for which liability or standards of care are imposed under any Environmental Law, including any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, and petroleum and petroleum products (including waste petroleum and petroleum products).

(wwwww) “Reimbursement Amount” means an amount equal to the reasonable and documented out-of-pocket fees and expenses of the Purchaser incurred in connection with this Agreement and all associated documentation and due diligence related hereto (including, without limitation, reasonable fees and expenses of the Purchaser’s accounting, tax, environmental, legal and other advisors), in an aggregate amount not to exceed \$1,150,000, which amount shall be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

(xxxxxx) “Release” means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Regulated Substances through or in the air, soil, surface water, groundwater or property.

(yyyyyy) “Replacement Plan” has the meaning specified in Section 7.2(d)(i)

(zzzzzz) “Representative” means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(aaaaaa) “Retained D&O Claims” means any and all Claims of the Debtors which first arose prior to the Petition Date against all current and/or former officers and/or directors of the Debtors who are not Hired Employees;

(bbbbbbb) “Sale Hearing” means the hearing at which the Bankruptcy Court considers approval of the Sale Order pursuant to sections 105, 363, 365, and 1113(a) of the Bankruptcy Code.

(ccccccc) “Sale Order” means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit E (with such other changes as may be acceptable in form and substance to Purchaser and reasonably acceptable to the Administrative Agent, DIP Agent, and Committee), pursuant to, inter alia, sections 105, 363, 365, and 1113(a) of the Bankruptcy Code (i) authorizing and approving, inter alia, the sale of the Purchased Assets to the Purchaser on the terms and conditions set forth herein free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances), the assumption and assignment of the Assumed Liabilities (other than the Supplemental Assumed Claims, which will be assumed and assigned exclusively on a non-recourse basis to Supplemental Claims Company), and the assumption and assignment of the Assigned Contracts to the Purchaser, (ii) authorizing the assumption of the Supplemental Assumed Claims exclusively by Supplemental Claims Company on a non-recourse basis and payment of same from the Supplemental Assumed Claims Fund, and (iii) containing certain findings of facts, including a finding that the Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

(ddddddd) “Savings Plan” has the meaning specified in Section 7.2(d)(i)(C).

(eeeeeee) “Schedules” means the disclosure schedules attached hereto as may be amended or modified from time to time as agreed by Sellers and Purchaser that Sellers have prepared and delivered to the Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, the Assumed Liabilities and other matters with respect to the Sellers as set forth therein.

(ffffff) “Secured Debt” means collectively the Prepetition Senior Debt and Indebtedness under the DIP Credit Agreement.

(ggggggg) “Seller Employees” means the employees (active and inactive) of Sellers set forth on Schedule 1.1(ccccccc), which includes all Quebec Employees, together with any persons who are hired by a Seller after the date hereof for the operation of the Business in accordance with the terms hereof which Schedule 1.1(ccccccc) will be updated by Sellers five (5) Business Days prior to Closing and again the Business Day prior to Closing.

(hhhhhhh) “Seller Plan” means (i) all “employee benefit plans” (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, including all employee benefit plans that are “pension plans” (as defined in Section 3(2) of ERISA) and all employee benefit plans that are “welfare benefit plans” (as defined in Section 3(1) of ERISA) and any other employee benefit or compensation arrangements or payroll practices (including, but not limited to, termination pay, pay in lieu of notice, severance pay, vacation pay, company awards, salary continuation for disability, sick leave, death benefit, hospitalization, welfare benefit, group or individual health, dental, medical, life, insurance, survivor benefit, deferred compensation, profit sharing, retention, pension, retirement, retiree medical, supplemental retirement, supplemental unemployment

benefit, supplemental income, bonus, commissions or other incentive compensation, stock or other equity or equity-based compensation plans, arrangements or policies) of Sellers and (ii) all employment, termination, notice, payment in lieu of notice, bonus, incentive, commission, severance, change in control or other similar contracts, agreements or arrangements, in each case to which a Seller is a party, with respect to which any Seller has any Liability, that are maintained by a Seller or any ERISA Affiliate, or to which a Seller contributes or is obligated to contribute with respect to Seller's current or former equity holders, directors, officers, consultants and employees, in each case that covers one or more Seller Employees.

(iiiiiii) "Sellers" has the meaning specified in the preamble.

(jjjjjj) "Software" means all computer software programs (whether in source code, object code, or other form), including systems and platforms of software programs, and databases owned and/or licensed by any Seller and used in connection with the Business, including all databases, compilations, tool sets, compilers, higher level or "proprietary" languages, and related documentation, technical manuals and materials.

(kkkkkkk) "STB" has the meaning specified in Section 6.3(b).

(lllllll) "Straddle Period" means any taxable period that includes but does not end on the Closing Date.

(mmmmmmm) "Supplemental Assumed Claims" shall have the meaning given to it in that certain Final Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Applicable Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; and (IV) Granting Related Relief, entered in the Bankruptcy Case on July 19, 2024 at Docket No. 306. For the avoidance of doubt, the Committee shall designate Supplemental Assumed Claims based on the Schedules filed by the Sellers, subject to adjustment, in the Committee's discretion, to account for Supplemental Assumed Claims filed prior to the bar date established in the Bankruptcy Case. A schedule of Supplemental Assumed Claims shall be attached to the Supplemental Assumed Claims Escrow Agreement. The total amount of Supplemental Assumed Claims shall not exceed \$3,500,000 in the aggregate.

(nnnnnnn) "Supplemental Assumed Claims Escrow Agreement" has the meaning specified in Section 2.8.

(ooooooo) "Supplemental Assumed Claims Fund" shall mean the escrow account to be established to facilitate payments to holders of Supplemental Assumed Claims on account of such claims, and which shall be funded at Closing by Supplemental Claims Company from contributions from the Lenders or Affiliates of the Lenders to Supplemental Claims Company in the amount of \$3,500,000.00.

(ppppppp) "Supplemental Assumed Claims Release" means a release document, substantially in the form attached hereto as Exhibit E, that each holder of a Supplemental Assumed

Claim must execute in favor of Supplemental Claims Company, Sellers, Purchaser, the Administrative Agent, the Lenders and their respective Affiliates, officers, directors, employees, representatives and advisors as a condition to receiving payment from the Supplemental Assumed Claims Fund.

(qqqqqq) “Supplemental Claims Company” has the meaning specified in the preamble.

(rrrrrr) “Tax” or “Taxes” (and with correlative meaning, “Taxable” and “Taxing”) means any federal, state, provincial, territorial, municipal, local, foreign or other income, alternative, minimum, alternative minimum, add-on minimum, franchise, capital stock, net worth, capital, profits, intangibles, inventory, windfall profits, gross receipts, value added, sales, use, goods and services, harmonized sales, GST/HST, QST, retail, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, rent, occupancy, license, occupational, employment (including Canada Pension Plan and provincial pension plan contributions, provincial health plan contributions, insurance contributions, unemployment insurance contributions, parental insurance premiums and deductions at source), social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy, contribution, deemed overpayment of taxes or obligation to repay an amount in respect of any COVID-19 related loan program or direct or indirect wage, rent or other subsidy offered by a Governmental Authority, or other governmental charge or assessment or deficiencies thereof (including all interest, penalties and fines thereon and additions thereto whether disputed or not).

(ssssss) “Tax Return” means any return, report, election, or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax including any combined, consolidated or unitary returns of any group of entities.

(tttttt) “Termination Date” has the meaning specified in Section 9.1(c).

(uuuuuu) “Third Party Intellectual Property” means all (i) intellectual property rights of any kind owned by a third party, (ii) all rights to privacy and Personal Information of any kind owned by a third party, and (iii) all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing; in each case that are used by any Seller in connection with the Business.

(vvvvvv) “Title IV Plan” has the meaning specified in Section 4.14(a).

(wwwwww) “Trade Secrets” means confidential and proprietary information and trade secrets (including ideas, research and development, know-how, formulae, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

(xxxxxxx) “Trademarks” means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing.

(yyyyyyy) “Transferred Information” has the meaning specified in Section 6.2(a).

(zzzzzzz) “Transfer Taxes” has the meaning specified in Section 7.1(b).

(aaaaaaa) “Transportation Laws” means all U.S. and non-U.S. Legal Requirements intended to prohibit, restrict or regulate actions and activities of motor passenger carriers.

(bbbbbbb) “United States” and “U.S.” mean the United States of America.

(ccccccc) “User Data” means any data or information collected by or on behalf of any of the Sellers from users of any Company Website.

(ddddddd) “Utility Escrow” means the adequate assurance deposit made by Sellers in connection with the continued provision of post-petition utility services pursuant to an order of the Bankruptcy Court.

(eeeeeee) “Vehicles” means all motor vehicles, trucks and other rolling stock and all assignable warranties related thereto.

(ffffff) “Waived Avoidance Actions” means Avoidance Actions against (i) the holder of a trade payable assumed by the Purchaser hereunder in respect of such trade payable (ii) the counterparty to an Assumed Contract with respect to Assumed Liabilities relating to such Assumed Contract and (iii) the Lenders.

(ggggggg) “WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar applicable state or local Legal Requirements or similar Legal Requirements in other jurisdictions.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars, Exchange Rate. Any reference in this Agreement to \$ shall mean U.S. dollars. To the extent that any portion of the Purchase Price needs to be denominated in Canadian dollars in accordance with the applicable local Legal Requirements, then the U.S. denominated amount shall be converted into Canadian dollars using the noon spot exchange rate published by the Bank of Canada on the relevant date.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. All Exhibits and Schedules are subject to the mutual agreement of the Parties at the time of execution of this Agreement by all of the Parties, except as otherwise provided in Sections 2.1(b) and 2.1(c). Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only, shall include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement into Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

SECTION 2 **PURCHASE AND SALE**

2.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, each Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase, free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than the Supplemental Assumed Claims which

shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), all of such Seller's right, title and interest in, to or under all of the following properties, contractual rights, rights, Claims and assets (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (herein collectively called the "Purchased Assets"), including, without limitation, the following (other than Excluded Assets):

(a) all Equipment owned by Sellers, including the Equipment listed on Schedule 2.1(a);

(b) all Contracts entered into by Sellers, including the Contracts listed or described on Schedule 2.1(b) under the heading "Contracts Being Assumed" (the "Assumed Contracts"); provided, however, that (i) the Purchaser may, in its absolute discretion, add any Contracts to Schedule 2.1(b) or redesignate any Contracts from under the heading "Contracts Being Rejected" to under the heading "Contracts Being Assumed" in accordance with the Bidding Procedures Order, and (ii) at any time prior to the Closing Date, the Purchaser may redesignate any Contracts from under the heading "Contracts Being Assumed" to "Contracts Being Rejected" in accordance with the Bidding Procedures Order;

(c) all Leases, and rights thereunder, listed under the heading "Leases Being Assumed" on Schedule 2.1(c) (such Leases, the "Assumed Real Property Leases"); provided, however, that (i) the Purchaser may, in its absolute discretion, add any Leases of Leased Real Property to Schedule 2.1(c) or redesignate any Leases of Leased Real Property from under the heading "Leases Being Rejected" to under the heading "Leases Being Assumed" in accordance with the Bidding Procedures Order and (ii) at any time prior to the Closing Date, the Purchaser may redesignate any Leases from under the heading "Leases Being Assumed" to "Leases Being Rejected" in accordance with the Bidding Procedures Order;

(d) the Collective Bargaining Agreements listed on Schedule 2.1(d);

(e) to the extent transferable, the Permits set forth on Schedule 2.1(e) and pending applications therefor;

(f) the Intellectual Property set forth on Schedule 2.1(f) (including all goodwill associated therewith);

(g) all Documents of such Seller relating to any other Purchased Asset, except those (i) relating solely to any Excluded Asset or Excluded Liability; (ii) relating to employees of such Seller who are not Hired Employees; or (iii) the Organizational Documents of such Seller;

(h) all telephone and facsimile numbers and other directory listings, to the extent assignable and the right to receive and retain such Seller's mail and other communications;

(i) the Purchased Deposits set forth on Schedule 2.1(i);

(j) insurance proceeds and insurance awards associated with the Purchased Assets and the Business receivable to the extent transferable and any other rights and claims under any insurance policies;

(k) the operating and capitalized equipment leases listed or described on Schedule 2.1(k) (the “Assumed Equipment Leases”);

(l) any rights, claims, credits, refunds, causes of action, choses in action, rights of recovery and rights of setoff of such Seller against third parties arising out of events occurring on or prior to the Closing Date, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers, contractors and any other Person relating to products sold, or services provided, to such Seller, including those claims set forth on Schedule 2.1(l);

(m) all goodwill and other intangible assets;

(n) any proprietary rights in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property or the Business, including memoranda, manuals, technical specifications and other records wherever created throughout the world, but excluding reports of accountants, investment bankers, crisis managers, turnaround consultants and financial advisors or consultants;

(o) the Waived Avoidance Actions; provided, that such Waived Avoidance Actions shall be waived by Sellers and the Purchaser prior to or as of Closing;

(p) all advertising, marketing and promotional materials, studies, reports and all other printed or written materials;

(q) all rights of such Seller under non-disclosure or confidentiality, non-disparagement, non-compete, or non-solicitation agreements with the Hired Employees or any employees of such Seller terminated within twelve (12) months prior to the Closing Date, or with any agents of such Seller or with third parties;

(r) without duplication to Section 2.1(b), the Seller Plans listed on Schedule 2.1(r) (the “Assumed Seller Plans”), the assets relating to the Assumed Seller Plans, and all rights and interests of such Seller under the Assumed Seller plans and the Assumed Contracts exclusively related thereto;

(s) the Vehicles and Contracts for leases of Vehicles listed on Schedule 2.1(s) (such vehicles, together with Vehicles listed on Schedule 2.1(A), the “Purchased”

Vehicles” and such Contracts for the leases of Purchased Vehicles, the “Assumed Vehicle Leases”);

(t) the rights to refunds or credits for Taxes with respect to a Straddle Period or Post-Closing Tax Period solely to the extent relating to Taxes arising out of ownership of the Purchased Assets (other than any refunds or credits that are Excluded Assets);

(u) Accounts Receivable associated with the Business;

(v) All Personal Information held by the Sellers and all Privacy Consents;

(w) the Owned Real Property;

(x) all Purchased D&O Claims;

(y) Inventory associated with the Business and located at sites identified on Schedules 4.7(a)(i) and 4.7(b); and

(z) the additional assets, properties, privileges, rights (including prepaid expenses) and interests of such Seller of every kind and description and wherever located, whether known or unknown, fixed or undetermined, accrued, absolute, contingent or otherwise, including those listed on Schedule 2.1(z); provided, however, none of the Parties hereto intends that the Purchaser, or any of its Affiliates, shall be deemed to be a successor to Sellers with respect to the Purchased Assets;

In the event that any employees or Affiliates of any Seller owns (or is listed as the owner of record) or is in possession of any of the Purchased Assets, Sellers shall cause such employee or Affiliate to convey such interest to the Purchaser at the Closing. In furtherance and not in limitation of the foregoing, Sellers shall cause their Affiliates to transfer, assign, convey and deliver to Purchaser at the Closing all of such Affiliates’ right, title and interest in, to or under the assets set forth on Schedule 2.1(A), which shall upon such transfer, assignment, conveyance and delivery become Purchased Assets for all purposes hereunder. For the avoidance of doubt, neither the Sellers nor any of their respective Affiliates are selling, assigning, transferring, or conveying to the Purchaser any right, title or interest in any of the Excluded Assets pursuant to this Agreement or otherwise, and the Purchased Assets shall not include any of the Excluded Assets.

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Purchaser or Supplemental Claims Company, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of this Agreement, the term “Excluded Assets” shall mean:

(a) other than Purchased Deposits, all Cash and Cash Equivalents;

(b) all shares of capital stock or other equity interest of any Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller;

(c) all minute books, stock ledgers, corporate deals, stock certificates, and Organizational Documents of Sellers;

(d) subject to the provisions of Section 2.1(b), any Contracts listed under the heading “Contracts Being Rejected” on Schedule 2.1(b) or any Contracts not listed or described under the heading “Contracts Being Assumed” on Schedule 2.1(b) (the “Excluded Contracts”);

(e) subject to the provisions of Section 2.1(c), all Leases of Leased Real Property, and rights thereunder, listed under the heading “Leases Being Rejected” on Schedule 2.1(c) or any Leases of Leased Real Property not listed or described under the heading “Leases Being Assumed” on Schedule 2.1(c) (the “Excluded Leases”);

(f) any rights, claims or causes of action of Sellers under this Agreement or the Ancillary Documents;

(g) all Retained D&O Claims;

(h) all receivables, claims or causes of action solely and exclusively related to any Excluded Asset or otherwise unrelated to the Business;

(i) all insurance policies;

(j) all Avoidance Actions other than Waived Avoidance Actions;

(k) all Documents relating solely and exclusively to an Excluded Asset or an Excluded Liability;

(l) Tax Returns and tax-related records of each Seller and any refund, credit, or other tax asset related to Taxes of any Seller;

(m) the Utility Escrow;

(n) all bank accounts of Sellers; and

(o) other assets of Sellers as set forth on Schedule 2.2(o).

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Purchaser and Supplemental Claims Company shall execute and deliver to Sellers the Assumption and Assignment Agreement pursuant to which the Purchaser shall assume and agree to discharge, when due (in accordance with its respective terms and subject to the respective conditions thereof), only the Liabilities (without duplication) set forth in Section 2.3(a), (b), (c), (d), (e), (f), (g), (h) and (j), and pursuant to which Supplemental Claims Company shall assume only the Liabilities set forth in Section 2.3(i) on the terms and conditions set forth in this Agreement (collectively the “Assumed Liabilities”) and no others:

(a) subject to Section 2.5(a), any and all Liabilities arising under the Assumed Contracts, Assumed Vehicle Leases, Assumed Equipment Leases and the Assumed Real Property Leases, but only to the extent such Liabilities are to be performed after the Closing Date or arise after the Closing Date and related solely to events occurring after the Closing Date;

(b) all other Liabilities arising out of the conduct of the Business or ownership of the Purchased Assets, but only to the extent such Liabilities first arise or accrue after the Closing Date and result from the post-Closing Date ownership and operation of the Purchased Assets by the Purchaser; provided, however, that the Purchaser shall assume all Liabilities related to any distributions required to be made after the Closing Date pursuant to the terms of any 401(k) plan listed on Schedule 2.1(r) or Legal Requirement applicable to all such plans;

(c) all Cure Costs in an aggregate amount not to exceed \$6,000,000;

(d) all Liabilities relating to or arising under the Seller Plans listed on Schedule 2.1(r), but only to the extent the Liabilities first arise or accrue after the Closing Date from the post-Closing Date ownership of the Purchased Assets by the Purchaser;

(e) all Prepayments/Deposits outstanding as of the Closing Date set forth on Schedule 2.3(e);

(f) Liabilities, including those Liabilities where checks and draws have been written or submitted prior to the close of business on the Closing Date but have not cleared prior to Closing, with respect to trade and vendor accounts payable arising in respect of goods or services received by any Seller in the Ordinary Course of Business arising after the Petition Date to the extent associated with the portion of Sellers' business relating to the Purchased Assets and designated by the Purchaser prior to the Closing Date but only to the extent set forth on Schedule 2.3(f), which Schedule 2.3(f) will be updated by Sellers five (5) Business Days prior to Closing and again the Business Day prior to Closing;

(g) the Assumed Secured Debt;

(h) all Liabilities for Taxes arising out of the conduct of the Business or ownership of the Purchased Assets for any Post-Closing Tax Period and any Transfer Taxes allocable to Purchaser pursuant to Section 7.1(b);

(i) the Supplemental Assumed Claims; provided, however, that the Supplemental Assumed Claims shall be assumed exclusively by Supplemental Claims Company and on a non-recourse basis and which thereafter shall be satisfied exclusively (along with all associated liability) from and solely to the extent of the proceeds of the Supplemental Assumed Claims Fund; and provided, further, that the sole recourse for holders of Supplemental Assumed Claims against Supplemental Claims Company, the Lender, or the Purchaser and each of their respective Affiliates, officers, directors, representatives and employees on account of such claims shall be to seek recovery from the Supplemental Assumed Claims Fund in accordance with this Agreement and the Sale Order and holders of Supplemental Assumed Claims shall have no

recourse as against Sellers for that portion of their claim that constitutes a Supplemental Assumed Claim and for which they are entitled to receive a recovery from the Supplemental Assumed Claims Fund; and

(j) all obligations first arising after the Closing under any Collective Bargaining Agreement identified in Schedule 2.1(d).

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities (except for the Supplemental Assumed Claims, which shall be assumed exclusively by Supplemental Claims Company), the Purchaser shall not assume and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of Sellers or any of their Affiliates of any kind or nature whatsoever, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers (collectively the “Excluded Liabilities”). For the avoidance of doubt, the Excluded Liabilities with respect to Sellers include, but are not limited to, the following:

(a) any Liability of Sellers, arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including all finder’s or broker’s fees and expenses and any and all fees and expenses of any Representatives of Seller;

(b) any Liability related to any Action;

(c) any and all Liabilities for Taxes, including all employer portions of any payroll Taxes applicable in respect of the Liabilities described in Section 2.4(j) arising out of ownership of the Purchased Assets for any Pre-Closing Tax Period, and Transfer Taxes to the extent specifically allocable to Sellers pursuant to Section 7.1(b);

(d) any Liability incurred by Sellers or their respective directors, officers, stockholders, agents or employees (acting in such capacities) after the Closing Date;

(e) any Liability of Sellers to any Person on account of any Action that arose, and relates to facts, circumstances or events that existed or occurred, solely and exclusively before the Closing;

(f) any Liability to the extent relating to or arising out of the ownership or operation of an Excluded Asset;

(g) any Liability of Sellers under any Indebtedness, including Indebtedness under the Credit Agreement and the DIP Credit Agreement, any Indebtedness owed to any stockholder or other Affiliate of any Seller, and any Contract evidencing any such financing arrangement, but excluding the Assumed Secured Debt;

(h) the obligation to pay the amounts owed (and no other Liabilities) for goods or services received by any Seller in the Ordinary Course of Business in respect of any trade

and vendor accounts payable arising after the Petition Date, other than any such Liabilities that are specified in this Agreement as Assumed Liabilities;

(i) all Liabilities under any Contract or Lease that is not an Assumed Contract, Assumed Equipment Lease, Assumed Vehicle Lease, or Assumed Real Property Lease;

(j) except for those obligations of Purchaser set forth in Section 7.2, all Liabilities arising from or relating to the employment or service or termination of employment or service of any present or former employee or individual service provider of any Seller or any of its Affiliates who is not a Hired Employee, including without limitation any Seller Employee, in respect of any period of time whatsoever;

(k) all Liabilities arising from or relating to the employment or service or termination of employment or service of any Hired Employee, in respect of the period prior to the Closing Date;

(l) any Liability of Sellers under letters of credit and performance bonds;

(m) other than as specifically set forth herein, fees or expenses of Sellers incurred with respect to the transactions contemplated herein;

(n) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by Sellers' customers to a Seller on or before the Closing; (ii) did not arise in the Ordinary Course of Business; or (iii) are not validly and effectively assigned to Purchaser pursuant to this Agreement;

(o) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of any Seller (including with respect to any breach of fiduciary obligations by same);

(p) any liability or obligations arising out of or relating to the Sellers having been in violation of any Legal Requirement (including for greater certainty any consumer protection Legal Requirement or Privacy and Security Laws) at any time on or prior to Closing; and

(q) any Liabilities arising out of, in respect of or in connection with the failure by Sellers or any of their respective Affiliates to comply with any Legal Requirements or Order;

(r) any Liability owing to any holder of a Supplemental Assumed Claim other than the Assumed Liabilities described in Section 2.3(i) (and subject to the limitations set forth therein); and

(s) all Liabilities arising from or relating to any of Seller Plans which are not Assumed Seller Plans or Assumed Contracts exclusively related thereto, and all Liabilities

arising from or relating to any of the Assumed Seller Plans or Assumed Contracts that are not Assumed Liabilities pursuant to Section 2.3(d).

2.5 Assignments; Cure Costs.

(a) Sellers shall transfer and assign all Assumed Contracts, Assumed Equipment Leases, Assumed Real Property Leases, and Assumed Vehicle Leases (collectively, the “Assigned Contracts”) to the Purchaser, and the Purchaser shall assume all Assigned Contracts, from Sellers, as of the Closing Date pursuant to section 365 and/or 1113(a) of the Bankruptcy Code and the Sale Order. In connection with such assumption and assignment, the Purchaser shall cure all monetary defaults under such Assigned Contracts to the extent required by section 365(b) of the Bankruptcy Code (all such amounts, the “Cure Costs”). For the avoidance of doubt, the Purchaser shall pay all Cure Costs for each Assigned Contract in the Ordinary Course of Business post-Closing. The Cure Costs for each Assigned Contract as of the date hereof are set forth opposite the name of such Assigned Contract set forth on Schedule 2.5. Sellers shall provide an updated Schedule 2.5 containing any necessary updates to the Cure Costs no later than five (5) days prior to the anticipated Sale Hearing. For the avoidance of doubt, Purchaser shall not be responsible for curing any non-monetary defaults under any Assigned Contract.

(b) The Sale Order shall provide that as of the Closing, Sellers shall assign to the Purchaser the Assigned Contracts. The Assigned Contracts shall be identified by their name and their date (if available), the other party to the Assigned Contract, and the address of such party for notice purposes, all included on an exhibit attached to either the Bidding Procedures Motion or to any notice served in accordance with the Bidding Procedures Order. Such exhibit or notice shall also (i) set forth the amounts necessary to cure any defaults under each of the Assigned Contracts, as determined by the Seller party thereto based on such Seller’s books and records or as otherwise determined by the Bankruptcy Court, and (ii) delineate a procedure for transferring to the Purchaser the rights to any Purchased Deposits in the form of cash or letters of credit on deposit with the other party to any Assumed Real Property Lease.

(c) In the case of licenses, certificates, approvals, authorizations, Leases, Contracts and other commitments included in the Purchased Assets that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, subject to any approval of the Bankruptcy Court that may be required, and the terms set forth in Section 6.3, promptly cooperate with the Purchaser in any lawful and commercially reasonable arrangement under which the Purchaser would, to the extent practicable, obtain the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Purchaser, and this Agreement shall not operate as an assignment thereof in violation of any such license, certificate, approval, authorization, Lease, Contract or other commitment.

(d) Sellers shall comply with all requirements of section 1113(a) in respect of any Collective Bargaining Agreements associated with the Business and listed on Schedule 2.1(d).

2.6 Further Assurances. At the Closing, and at all times thereafter as may be necessary, Sellers (as applicable), each of their respective Affiliates, the Purchaser, and Supplemental Claims Company shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in the Purchaser title to the Purchased Assets, including any Intellectual Property included in the Purchased Assets, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and such other instruments as shall be reasonably necessary to evidence the assignment by Sellers to the Purchaser or its designee of the Assumed Liabilities (other than the Supplemental Assumed Claims which are being assumed exclusively on a non-recourse basis by Supplemental Claims Company), including the Assigned Contracts, or to evidence the assignment by Sellers to Supplemental Claims Company of the Supplemental Assumed Claims. Sellers, the Purchaser, and Supplemental Claims Company shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby. At the Closing, and at all times thereafter as may be necessary, the Purchaser shall reasonably cooperate with Sellers at Sellers' request and cost to facilitate the procurement, possession and return to Sellers of any Excluded Assets, including any equipment subject to an operating or capitalized lease that does not constitute an Assumed Equipment Lease.

2.7 Designated Purchaser/Assignee. For the avoidance of doubt, pursuant to the terms and conditions of this Agreement, (i) Newco Canada shall acquire the Purchased Assets used in connection with the Business carried out in Canada, and assume the Assumed Liabilities arising in connection with the Business carried out in Canada (other than the Supplemental Assumed Claims), from the Canadian Sellers, (ii) Newco USA shall acquire the Purchased Assets used in connection with the Business carried out in the U.S., and assume the Assumed Liabilities arising in connection with the Business carried out in the U.S. (other than the Supplemental Assumed Claims), from the Sellers (other than the Canadian Sellers), and (iii) Supplemental Claims Company shall assume the Supplemental Assumed Claims on a non-recourse basis and which thereafter shall be satisfied (along with all associated liability) exclusively from and solely to the extent of the proceeds of the Supplemental Assumed Claims Fund (funded with cash capital contributions made to Supplemental Claims Company by Lenders (or from Affiliates of the Lenders)) as further provided in Section 2.8 herein.

2.8 Supplemental Assumed Claims. As a condition to Closing, the parties shall establish the Supplemental Assumed Claims Fund via a mutually acceptable escrow agreement (the "Supplemental Assumed Claims Escrow Agreement") (and which agreement shall also be mutually acceptable to the DIP Agent, the Lenders, and Committee). All Supplemental Assumed Claims shall be assumed exclusively by Supplemental Claims Company on a non-recourse basis pursuant to this Agreement at Closing and thereafter shall be satisfied (along with all associated liability) exclusively from and solely to the extent of the proceeds of the Supplemental Assumed Claims Fund. The Supplemental Assumed Claims Fund shall be funded by an amount equal to \$3,500,000, which shall be contributed in immediately available funds as capital to Supplemental

Claims Company by the Lenders or by Affiliates of the Lenders in consideration for receipt by the Lenders or such Affiliates of non-voting ownership interests in Supplemental Claims Company, and which funds shall be subsequently deposited by Supplemental Claims Company to the Supplemental Assumed Claims Fund. The Sale Order shall provide that the Supplemental Assumed Claims Fund shall be the sole source of recovery as against Supplemental Claims Company, the Purchaser, and the Lenders (including their respective Affiliates, officers, directors, employees, agents, representatives, and professionals) for holders of Supplemental Assumed Claims, and all such holders shall be required to execute and deliver a Supplemental Assumed Claims Release to that effect as a condition to receiving payment from the Supplemental Assumed Claims Fund. Holders of Supplemental Assumed Claims shall have no recourse as against Sellers for that portion of their claim that constitutes a Supplemental Assumed Claim and for which they are entitled to receive a recovery from the Supplemental Assumed Claims Fund, and all such holders shall be required to execute and deliver a Supplemental Assumed Claims Release to that effect as a condition to receiving payment from the Supplemental Assumed Claims Fund. The Supplemental Assumed Claims Escrow Agreement shall provide that the Supplemental Assumed Claims Fund shall be administered by a claims ombudsman to be appointed by the Committee, and shall provide for such ombudsman to be compensated from the amount contributed as capital by the Lenders or by Affiliates of the Lenders to Supplemental Claims Company and subsequently deposited by Supplemental Claims Company to the Supplemental Assumed Claims Fund.

SECTION 3 **PURCHASE PRICE**

3.1 Purchase Price. Subject to the terms and conditions set forth in this Agreement, the purchase price to be paid by the Purchaser in exchange for the Purchased Assets (the "Purchase Price") shall be the sum of the following:

- (a) the aggregate amount of the Assumed Liabilities (including the amount of the Assumed Secured Debt but excluding the amount of the Supplemental Assumed Claims); plus
- (b) the aggregate amount of the Cure Costs paid by the Purchaser in accordance with this Agreement.

3.2 Closing Date Payment. At the Closing, the Purchaser shall satisfy the Purchase Price as follows:

- (a) the Purchaser shall take the actions described in Section 3.3 with respect to the Good Faith Deposit;
- (b) the Purchaser shall pay directly to the obligees identified on Schedule 2.5 the Cure Costs in the Ordinary Course of Business post-Closing up to \$6,000,000; provided, however, that the Purchaser shall only be obligated to pay a Cure Cost if it has assumed the underlying Liability to such obligee under this Agreement; and

(c) with respect to the Assumed Liabilities (other than Supplemental Assumed Claims, which shall be addressed exclusively through the Supplemental Assumed Claims Fund), the Purchaser shall assume such Assumed Liabilities at the Closing (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and satisfy such Assumed Liabilities in accordance with their terms.

3.3 Good Faith Deposit. The Purchaser has deposited into an escrow account (the “Escrow Account”) with Young Conaway Stargatt & Taylor, LLP, as escrow agent (the “Escrow Holder”) an amount equal to \$2,000,000 (the “Good Faith Deposit”) in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of this Agreement by Sellers, the Good Faith Deposit shall become nonrefundable upon the termination of this Agreement by Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) and shall be refunded to the Purchaser upon the termination of this Agreement for any other reason (subject to Section 9.3). At the Closing, Sellers and the Purchaser shall instruct the Escrow Holder to release the Good Faith Deposit (and any interest or income accrued thereon) to Purchaser. In the event the Good Faith Deposit becomes nonrefundable as provided herein before the Closing by reason of a termination pursuant to Section 9.1(d) or the last sentence of Section 9.3, the Escrow Holder shall promptly disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers’ retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser’s breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated herein terminate in accordance with the termination provisions hereof by any reason other than pursuant to Section 9.1(d) (subject to Section 9.3), the Escrow Holder shall promptly return to the Purchaser the Good Faith Deposit (together with all income or interest accrued thereon).

3.4 Allocation of Purchase Price. Within 90 days following the Closing, Purchaser shall deliver to Sellers a schedule allocating the Purchase Price, Assumed Liabilities, and all other amounts treated as consideration for applicable tax purposes among the Purchased Assets in accordance with the principles set forth on Schedule 3.4 (the “Allocation”). Purchaser and Sellers shall cooperate in good faith to agree upon the Allocation within one-hundred twenty (120) days of the Closing Date, and Purchaser shall not take any position relating to the Allocation on any Tax Return, including Form 8594, or with any Governmental Authority without Sellers’ prior written consent (such consent not be unreasonably withheld, conditioned, or delayed), except as required by law; provided that, if Purchaser and Seller cannot resolve any dispute with respect to the Allocation within one-hundred twenty (120) days of the Closing Date, each Party shall use its determination of the Allocation and neither Party shall be bound by the other Party’s determination of the Allocation. In the event that any Governmental Authority disputes the Allocation, Sellers or the Purchaser, as the case may be, shall promptly notify the other Party of the nature of such dispute.

3.5 Closing Date. Upon the terms and conditions set forth in this Agreement the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby (the “Closing”) shall take place at the offices of McGuireWoods located at 1251 6th Avenue, 20th Floor, New York, New York 10020, or alternatively, as Sellers and Purchaser may mutually agree, remotely via electronic delivery of documents and funds. The Closing shall occur as promptly as practicable, and at no time later than the third Business Day, following the date on which the conditions set forth in SECTION 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as the Purchaser and Sellers may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the “Closing Date.”

3.6 Deliveries of the Purchaser and Supplemental Claims Company. At or prior to the Closing, the Purchaser and/or Supplemental Claims Company (as applicable) shall deliver to Sellers (or, if applicable, to the Administrative Agent or DIP Agent on behalf of the Lenders and DIP Lenders, respectively):

(a) the Assumption and Assignment Agreement, and each other Ancillary Document to which the Purchaser and/or Supplemental Claims Company is a party, duly executed by the Purchaser and/or Supplemental Claims Company (as applicable);

(b) the officer’s certificates required to be delivered pursuant to Section 8.3(a)(i) and (ii);

(c) the Assumed Debt Credit Documents, duly executed by the Purchaser and the other guarantors party thereto;

(d) if applicable, the documents and/or executed elections set out in Section 7.1;

(e) the Supplemental Assumed Claims Escrow Agreement duly executed by Supplemental Claims Company and in form and substance mutually satisfactory to Sellers, the Committee, the DIP Agent, and the Lenders, which shall establish the Supplemental Assumed Claims Fund and govern the distributions from the Supplemental Assumed Claims Fund to holders of Supplemental Assumed Claims; and

(f) such other assignments and instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request.

3.7 Deliveries of Sellers. At or prior to the Closing, Sellers shall deliver to the Purchaser and/or Supplemental Claims Company (as applicable):

(a) the Bills of Sale, the Assumption and Assignment Agreement and each other Ancillary Document to which a Seller is a party, duly executed by each Seller;

(b) instruments of assignment of the Copyrights (the “Assignment of Copyrights”), Trademarks (the “Assignment of Trademarks”) and Domain Name Registrations (the “Assignment of Domain Names”) that are owned by each Seller and included in the Purchased Assets, if any, duly executed by the applicable Sellers, in form for recordation with the appropriate Governmental Authorities, in form and substance reasonably acceptable to the Parties, and any other assignments or instruments with respect to any Intellectual Property included in the Purchased Assets for which an assignment or instrument is required to assign, transfer and convey such assets to the Purchaser;

(c) a copy of the Sale Order entered by the Bankruptcy Court;

(d) a copy of the Canadian Sale Recognition Order entered by the Canadian Court;

(e) the officer’s certificate required to be delivered pursuant to Section 8.2(a)(i), (ii) and (iii);

(f) a complete and duly executed IRS Form W-9 by each Seller that is not a Canadian Seller and form W8-BEN-E by each Canadian Seller, if and as applicable;

(g) instruments of assumption and assignment of the Assumed Real Property Leases in form and substance reasonably acceptable to the Parties (the “Assumption and Assignment of Leases”), duly executed by the applicable Sellers, in form for recordation with the appropriate public land records, if necessary, and any other related documentation or instruments necessary for the conveyance of any Assumed Real Property Lease;

(h) (i) all lease files for the Assumed Real Property Leases (including copies of any plans of the Leased Real Property that is the subject of any Assumed Real Property Lease), and (ii) keys or the access codes for any electronic security system located at the Leased Real Property that is the subject of any Assumed Real Property Lease;

(i) a certificate of good standing, or equivalent document, for each Seller, as certified as of a recent date by the applicable Governmental Authority;

(j) a certificate of an authorized Person of each Seller, dated the Closing Date, in form and substance reasonably satisfactory to the Purchaser, as to, with respect to such Seller, (i) such Seller’s authorization to execute and perform its obligations under this Agreement and the Ancillary Documents to which such Seller is a party; and (ii) incumbency and signatures of the authorized Persons of such Seller executing this Agreement and any such Ancillary Documents;

(k) all instruments and documents necessary to release any and all Encumbrances (other than Permitted Encumbrances), including appropriate UCC financing statement amendments (including termination statements);

(l) if applicable, the documents and/or executed elections set out in Section 7.1;

(m) the Supplemental Assumed Escrow Agreement duly executed by the Sellers and in form and substance mutually satisfactory to Supplemental Claims Company, the DIP Agent, the Committee, and the Lenders, which shall establish the Supplemental Assumed Claims Fund and govern the distributions from the Supplemental Assumed Claims Fund to holders of Supplemental Assumed Claims; and

(n) such other documents and instruments as the Purchaser or Supplemental Claims Company may reasonably require in order to effectuate the transactions contemplated by this Agreement.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, except as set forth in the Schedules, each Seller hereby jointly and severally represents and warrants to the Purchaser as of the date hereof and as of the Closing as follows:

4.1 Organization of Sellers. Each Seller is an entity duly incorporated or organized, as the case may be, validly existing and in good standing (where such concept is recognized under applicable Legal Requirements) under the Legal Requirements of its jurisdiction of incorporation or formation and, except as a result of the Bankruptcy Case, has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties (including the Purchased Assets) and to carry on its business (including the Business) as it is now being conducted and to perform its obligations hereunder and under any Ancillary Document, in each case, except as a result of the Bankruptcy Case, the Canadian Recognition Case (solely in respect of the Canadian Sellers) or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Subsidiaries. Except as set forth on Schedule 4.2, no Seller has any subsidiaries.

4.3 Authority of Sellers; No Conflict; Required Filings and Consents.

(a) Subject to (i) the Bankruptcy Case and to the extent that the Bankruptcy Court approval is required, including the Sale Order, and (ii) solely in respect of the Canadian Sellers, the Canadian Recognition Case and to the extent that any the Court approval is required, including the Canadian Sale Recognition Order, (A) each Seller has full power and authority to execute, deliver and perform its obligations under, and consummate the transactions contemplated by, this Agreement and each of the Ancillary Documents to which such Seller is a party, and to sell, transfer and assign the Purchased Assets to the Purchaser in accordance with the terms of this Agreement, (B) the execution, delivery and performance of this Agreement and such Ancillary

Documents by such Seller, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required corporate (or equivalent) action on the part of such Seller and do not require any authorization or consent of any shareholders or members of such Seller that has not been obtained, and (C) this Agreement has been duly authorized, executed and delivered by such Seller and is the legal, valid and binding obligation of such Seller enforceable in accordance with its terms, and each of the Ancillary Documents to which such Seller is a party has been duly authorized by such Seller and upon execution and delivery by such Seller, will be a legal, valid and binding obligation of such Seller enforceable in accordance with its terms.

(b) Except for (i) the Bankruptcy Cases and to the extent that any Bankruptcy Court approval is required, including the Sale Order, and (ii) solely in respect of the Canadian Sellers, the Canadian Recognition Case and to the extent that any Canadian Court approval is required, including the Canadian Recognition Sale Order, and subject to receipt of the Governmental Consents, none of the execution and delivery of this Agreement or any of the Ancillary Documents by each Seller, the consummation by such Seller of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by such Seller, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or loss of a material benefit, or result in the creation of any Encumbrance on any of the Purchased Assets (in each case with or without notice or lapse of time or both), under (i) any Organizational Document of such Seller, (ii) any Permits of such Seller, (iii) any Order to which such Seller is bound or any Purchased Asset is subject, (iv) any Legal Requirement affecting such Seller or the Purchased Assets, and (v) except as set forth on Schedule 4.3(b), any Assigned Contracts, subject to the payment of the Cure Costs.

4.4 Financial Statements. (a) A complete copy of the audited financial statements consisting of the balance sheet of Project Kenwood Acquisition, LLC as at December 31 in the year 2022 and the related statements of income and retained earnings, stockholders' equity and cash flow for the year then ended (the "Audited Financial Statements") and (b) unaudited financial statements of the business constituting the Purchased Assets consisting of statements of income for the twelve month period ending December 31, 2023, and the three-month period ending March 31, 2024 (the (b) being considered, the "Business Financial Statements") have been delivered to Purchaser. The Business Financial Statements are provided in accordance with GAAP. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of revenue and expenses during the reported period. Actual results could differ from those estimates.

4.5 Title to the Purchased Assets; Sufficiency

(a) Sellers or, in the case of assets set forth on Schedule 2.1(A), Affiliates of Sellers, have good and valid title to, or, in the case of property leased or licensed by Sellers or its subsidiaries, a valid and subsisting leasehold interest in or a legal, valid and enforceable licensed interest in or right to use, all of the Purchased Assets, and, upon delivery to the Purchaser on the Closing Date of the instruments of transfer contemplated by Section 3.7, and subject to the terms

of the Sale Order, will deliver the Purchased Assets to the Purchaser free and clear of all Liabilities or Encumbrances, except for the Assumed Liabilities (other than the Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances.

(b) Except as set forth on Schedule 4.5(i), (i) (A) the buildings, plants, and structures on the Owned Real Property or the Leased Real Property for which a Seller is responsible for maintenance are structurally sound, and (B) the furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property (which for buses shall include only active in service buses) included in the Purchased Assets are in good operating condition and repair, and are adequate for the uses to which they are being put, and (ii) none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Except for (1) Excluded Contracts and Excluded leases; (2) the Seller Plans that are Excluded Assets; (3) Seller Employees to whom Purchaser does not offer employment pursuant to Section 7.2 of this Agreement; (4) the insurance policies and bank accounts of the Sellers that are not assumed by the Purchaser, and (5) letters of credit and performance bonds, 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 and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

4.6 Consent and Approvals. In addition to the Sale Order, Schedule 4.6 sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority or of any other Person, and each declaration to or filing or registration with any such Governmental Authority, that is required in connection with the execution and delivery of this Agreement and the Ancillary Documents by Sellers or the performance by Sellers of their obligations thereunder (together with the Sale Order, the “Governmental Consents”).

4.7 Real Property.

(a) Owned Real Property. Schedule 4.7(a)(i) sets forth an accurate and complete list of the Owned Real Property (including street address and owner). Except for Permitted Encumbrances and except as set forth on Schedule 4.7(a)(i), at the Closing, Sellers or, in the case of the Owned Real Property set forth on Schedule 2.1(A), an Affiliate of Sellers, will have good and marketable title in the Owned Real Property set forth on Schedule 4.7(a)(i). Except for Permitted Encumbrances and Encumbrances that will be removed pursuant to the Sale Order, at the Closing the Owned Real Property will not be subject to any other Encumbrances. Except as set forth on Schedule 4.7(a)(ii), there are no pending or, to Sellers’ Knowledge, threatened condemnation proceedings relating to any of the Owned Real Property. No Seller or Affiliate thereof has received any written notice from any Governmental Authority that any of the Improvements on the Owned Real Property or Sellers’ or its Affiliate’s use of the Owned Real Property violates any use or occupancy restrictions, any covenant of record or any zoning or building Legal Requirements. There is no party other than the Sellers or, in the case of the Owned Real Property set forth on Schedule 2.1(A), an Affiliate of Sellers, in possession of any portion of the Owned Real Property, there are no options or rights of first refusal to purchase any portion of

the Owned Real Property and no Contract grants any Person (other than the Sellers or an Affiliate of Sellers or the Purchaser) the right of use or occupancy of any portion of the Owned Real Property, other than Permitted Encumbrances and matters disclosed in Schedule 4.7(a)(i). The Sellers have delivered to the Purchaser complete copies of all deeds and existing title insurance policies and, to the extent in the Sellers' or their Affiliates' possession, surveys of or pertaining to the Owned Real Property.

(b) Leased Real Property. Schedule 4.7(b) sets forth a true and complete list of (i) all Leases with respect to which a Seller is a lessee, sublessee, licensee or permittee (including all amendments, renewals, extensions, modifications or supplements thereto) and (ii) all Leases with respect to which a Seller is a lessor, in each case related to the Business (including all amendments, renewals, extensions, modifications or supplements thereto). All of the Assumed Real Property Leases are in full force and effect and are valid and enforceable against the Sellers, and, to the Knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Legal Requirements of general applicability relating to or affecting creditor's rights. No Seller has unilaterally released or waived any of its rights under any of the Assumed Real Property Leases to which it is a party. To the Sellers' Knowledge, no party to any Lease has committed any material violation, breach or default of any Lease other than a failure to pay (or failure to pay on time) amounts owed under such Lease. No Lease is subject to any Encumbrance, except Permitted Encumbrances. The Sellers have delivered to the Purchaser materially complete copies of each Lease (including all amendments, renewals, extensions, modifications or supplements thereto).

4.8 Regulatory Matters; Permits.

(a) All of the material Permits held by Sellers for the ownership and operation of the Business are in full force and effect (collectively, the "Material Permits"). Schedule 4.8(a) sets forth a true, complete and correct list of all Material Permits held by Sellers as of the Agreement Date.

(b) Sellers are in material compliance with their respective obligations under each of the Material Permits, and no condition exists that without notice or lapse of time or both would constitute a default under, or a violation of, any Material Permit except for such failures to be in compliance or defaults that would not have, individually or in the aggregate, a Material Adverse Effect.

(c) Each Material Permit is valid and in full force and effect and there is no Action, notice of violation, order of forfeiture or complaint against Sellers relating to any of the Material Permits pending or to the Knowledge of Sellers, threatened, before any Governmental Authority.

4.9 Litigation. Except as set forth on Schedule 4.9, as of the date hereof:

(a) there is no Action with a claim amount exceeding \$25,000 pending or, to the Knowledge of Sellers, threatened against a Seller (with respect to the Business) or any of the Purchased Assets or the Business that if resolved adversely to a Seller would result in or that would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect; and

(b) there is no Order against a Seller (with respect to the Business), the Purchased Assets or any of the Assumed Liabilities that would result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

4.10 Vehicles.

(a) Schedule 4.10(a) contains the following information as of the date hereof:

(i) a list of all Purchased Vehicles; and

(ii) for each Purchased Vehicle, (A) owner or lessee thereof, (B) whether such Purchased Vehicle is owned or leased, (C) the respective vehicle identification number or equivalent thereof, (D) the manufacturer and model year, and (E) VIN Number.

(b) To Sellers' Knowledge, none of the Purchased Vehicles has been the subject of theft, loss, casualty, or destruction (except for such thefts, losses, casualties, and destruction that are within the range customarily experienced in the Ordinary Course of Business and would not result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect).

4.11 Intellectual Property; Data Privacy and Cybersecurity.

(a) Schedule 4.11(a) sets forth a true, correct and complete list, in all material respects, of all U.S. and foreign (i) issued Patents and pending applications for Patents; (ii) registered Trademarks and pending applications for Trademarks; (iii) registered Copyrights and pending applications for Copyrights; (iv) Software proprietary to any of the Sellers that is used in connection with the Business; and (v) all Domain Name Registrations, in each case that is owned by any Seller and used in connection with the Business. Sellers (x) own, or otherwise have a valid right to use, all of the Intellectual Property used in connection with the Business, and (y) exclusively own the Intellectual Property set forth on Schedule 4.11(a), and all such Intellectual Property is subsisting and, to the Knowledge of Sellers, valid and enforceable. Other than as set forth on Schedule 4.11(a), none of the Sellers is obligated to pay royalties to any Person for the use of any Intellectual Property, excluding royalties for the use of Software that is generally commercially available on standard terms.

(b) To the Knowledge of Sellers, (i) the operation and conduct of the Business by Sellers as currently conducted does not infringe, misappropriate or otherwise violate any Third Party Intellectual Property, and there has been no such claim or Action asserted or threatened in

writing that has not been finally resolved, and (ii) no Person (including without limitation any current or former officer, director, employee, affiliate or contractor of any Seller), is infringing, misappropriating or otherwise violating any Intellectual Property owned by any Seller, or to which any Seller has any exclusive license in the operation of the Business, and no such claims or Actions have been asserted or threatened in writing that have not been finally resolved. There are no proceedings, investigations or governmental orders pending or, to the Knowledge of Sellers, threatened against any Seller which challenge (A) the validity or ownership of any Intellectual Property owned by Sellers or (B) Sellers' right to use any Third Party Intellectual Property.

(c) Sellers have taken commercially reasonable measures to protect the confidentiality of their respective Trade Secrets, and there has not been any disclosure by any Seller of any material Trade Secret or other confidential or proprietary Intellectual Property.

(d) Schedule 4.11(d) sets forth a complete and accurate list of all Contracts granting Sellers rights in, or including grants to Sellers of rights in, Third Party Intellectual Property used in the operation of the Business. Except as set forth on Schedule 4.11(d), there are no Contracts, consents or stipulations to which any of the Sellers is subject which would prevent Purchaser after the Closing Date from using any of the Intellectual Property currently used in the operation of the Business, in connection with the operation of the Business as currently conducted.

(e) No item of the Intellectual Property set forth on Schedule 4.11(a) is subject to any proceeding or outstanding Order, stipulation or agreement restricting in any manner the use, transfer or licensing thereof by Sellers; and all necessary registration, maintenance and renewal fees currently due in connection with the registered and applied for the foregoing have been made and all necessary documents, recordations and certifications in connection with such items have been filed with the relevant patent, copyright, trademark or other authority in the United States and foreign jurisdictions, as the case may be, for the purpose of maintaining such Intellectual Property and maintaining Sellers' interest in and to the same.

(f) Since January 1, 2021, no Seller nor, to the Knowledge of the Sellers, any vendor of any Seller that has handled or had access to any Company Data or Business Systems, has experienced a Data Breach. Since January 1, 2021, no Seller has received any written or, to the Knowledge of the Sellers, oral claim or notice from any Person that a Data Breach may have occurred or is being investigated. Except as set forth in Schedule 4.11(f)(i), since January 1, 2021, Sellers have collected, stored, retained, maintained, transferred, destroyed and otherwise used all Company Data, and Sellers protect the security and integrity of their Company Data, Business Systems and financial transactions, in each case, in compliance in all material respects with all Privacy and Security Requirements. Except as set forth in Schedule 4.11(f)(ii), since January 1, 2021, no Seller has received any written or, to the Knowledge of the Sellers, oral claim or notice from any Person alleging that a Seller is not in compliance with any Privacy and Security Requirement. In connection with the Business, and except for the jurisdictions identified on Schedule 4.11(f)(iii), Sellers do not collect or transmit, and have not collected or transmitted, any Personal Information outside of the United States that would subject any Seller to any international Privacy and Security Laws. Since January 1, 2021, each Seller (i) has implemented and maintains commercially reasonable administrative, technical and physical safeguards, including the

adoption, implementation and maintenance of a written information security program, incident response plan, vendor management policy and disaster recovery and business continuity practices, in each case designed to ensure the protection of Company Data, Business Systems and financial transactions against loss, interruption of use, destruction, damage and unauthorized access, use, acquisition and disclosure; (ii) performs routine vulnerability scans on its Business Systems; (iii) timely installs software security patches and other fixes to identified material information security vulnerabilities and (iv) maintains commercially reasonable cybersecurity insurance. Neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated herein, will violate any Privacy and Security Requirement, or require the consent of or notice to any Person with respect to the use or transfer of such Person's Personal Information. The Business Systems are reasonably sufficient in all material respects for the operation of the Business. With respect to the Business Systems, the Sellers have taken reasonable steps to provide for the back-up and recovery of all data and information necessary to the operation of the Purchased Assets.

4.12 Material Contracts and Agreements. Schedule 4.12 sets forth a list of all of the Assumed Contracts pursuant to which a Seller receives payment and a list of all Assumed Contracts pursuant to which a Seller makes payment to the counterparty (together, the "Material Contracts"). All of the Material Contracts are in full force and effect and are valid and enforceable against the applicable Seller, and, to the Knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Legal Requirements of general applicability relating to or affecting creditor's rights. No Seller, or to Seller's Knowledge, any other party to any Material Contract is in breach of or default under (or is alleged to be in breach of or default under) in any material respect or has provided any notice of any intention to terminate any Material Contract other than a failure to pay (or failure to pay on time) amounts owed under such Material Contract. Materially complete and correct copies of all Material Contracts have been made available to Purchaser. There are no material disputes pending or threatened under any Material Contract. No Seller has unilaterally released or waived any of its rights under any of the Material Contracts to which it is a party.

4.13 Labor Relations. Schedule 4.13(i) identifies any collective bargaining agreement covering Seller Employees to which any Seller is a party (the "Collective Bargaining Agreements"). Except as would not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate, (a) each Seller is in compliance with all Legal Requirements applicable to the Seller Employees respecting employment and employment practices, employment standards, terms and conditions of employment, employment equity, occupational health and safety, workers compensation, and wages and hours (including those relating to exempt/non-exempt classification of employees); (b) no Seller has engaged in any unfair labor practice and no Seller has received written notice of any unfair labor practice complaint pending before any Governmental Authority with respect to any of the Seller Employees; (c) no Seller has received notice that any pending representation petition, certification, or interim certification respecting the Seller Employees has been filed with any Governmental Authority; (d) the applicable Seller is in compliance with its obligations under the Collective Bargaining

Agreements; (e) to Seller's Knowledge, no Action arising out of or under the Collective Bargaining Agreement, or in respect of any Seller Employees, is pending against any Seller; and (f) there is no labor strike, slowdown, work stoppage, or lockout actually pending or, to Sellers' Knowledge, threatened against any Seller in respect of the Purchased Assets. Except as set forth on Schedule 4.13(ii), there are no Contracts with any Seller Employee for employment or for severance, termination, retention, change of control or similar payments other than employment Contracts for indefinite duration that are terminable without cause (and without any obligations arising from such termination without cause).

4.14 Employee Benefits.

(a) Schedule 4.14(a) lists each Seller Plan (or any benefit plans, programs or arrangements of an ERISA Affiliate that would be a Seller Plan if such ERISA Affiliate were a Seller) (i) that is, or has been within the past six (6) years, a "pension plan" (as defined in Section 3(2) of ERISA) that is or was subject to Title IV Plan or subject to Sections 412 or 430 of the Code; (the "Title IV Plan") (ii) that is maintained by more than one employer within the meaning of Section 413(c) of the Code; or (iii) that is subject to Sections 4063 or 4064 of ERISA. No Seller Plan is (A) a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA; or (B) an "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) that is not intended to be qualified under Section 401(a) of the Code.

(b) (i) No Seller or ERISA Affiliate has terminated any Title IV Plan or a Canadian Defined Benefit Plan within the last six (6) years or incurred any outstanding liability under Section 4062 of ERISA to the PBGC, or to a trustee appointed under Section 4042 of ERISA; (ii) all premiums due to the PBGC with respect to the Title IV Plans (excluding any Multiemployer Plan) set forth in Schedule 4.14(a) have been timely and completely paid; (iii) no Seller or ERISA Affiliate has filed a notice of intent to terminate any Title IV Plan set forth in Schedule 4.14(a) and has not adopted any amendment to treat such Title IV Plan as terminated, except to the extent expressly contemplated by this Agreement; and (iv) the PBGC has not instituted, or to Sellers' Knowledge, threatened to institute, proceedings to treat any Title IV Plan set forth in Schedule 4.14(a) as terminated.

(c) No Seller nor any ERISA Affiliate has, within the past six (6) years, withdrawn from a Multiemployer Plan in a "complete withdrawal" or a "partial withdrawal" as defined in Sections 4203 and 4205 of ERISA, respectively, so as to result in an unsatisfied liability, contingent or otherwise (including the obligations pursuant to an agreement entered into in accordance with Section 4204 of ERISA), of a Seller or such ERISA Affiliate, except to the extent expressly contemplated by this Agreement.

(d) Schedule 4.14(d) sets forth each Seller Plan. For each Seller Plan or Multiemployer Plan that is sponsored by a Seller or an ERISA Affiliate, Sellers have made available to the Purchaser a copy of such plan (or a description thereof if such plan is not written). Seller has made available to the Purchaser true and complete copies of the following documents, including all amendments thereto, relating to each Seller Plan that is sponsored by Seller or an ERISA Affiliate (but, for the avoidance of doubt, not for Seller Plans to which Seller or an ERISA

Affiliate contribute but that are not sponsored by Seller or an ERISA Affiliate), to the extent applicable: (i) copies of the most recent IRS determination letter or advisory or opinion letter with respect to each such Seller Plan intended to qualify under Section 401(a) of the Code; (ii) copies of the most recent (A) summary plan descriptions and all material modifications thereto and (B) member booklets provided to the Seller Employees performing services in Canada (in English and in French, where prepared in both languages); (iii) all trust agreements, insurance Contracts and other documents relating to the funding or payment of benefits under any Seller Plan; (iv) the non-discrimination testing results for the past three (3) plan years; (v) any material correspondence with any Governmental Authority with respect to any Seller Plan; (vi) the Forms 1094 and 1095 for the past three (3) years; and (vii) the most recent actuarial reports, letters of credit, financial statements and asset statements.

(e) Each Seller Plan has been maintained in form and operation, in compliance, in all material respects, with the terms of such Seller Plan and the requirements prescribed by all statutes, orders, or governmental rules or regulations currently in effect, including ERISA the Code, and the *Canadian Tax Act*, as applicable to such Seller Plan. Each Seller Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter or, with respect to a prototype or volume submitter plan, can rely on an opinion letter from the IRS to the prototype or volume submitter plan sponsor, to the effect that such plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Section 401(a) and 501(a), respectively, of the Code; and nothing has occurred since the date of such determination or opinion letter that could adversely affect the qualified status of any Seller Plan.

(f) Except as set forth on Schedule 4.14(f), there do not exist any pending or, to the Sellers' Knowledge, threatened claims (other than routine claims for benefits), suits, actions, disputes, audits, or investigations with respect to any of the Seller Plans or any fiduciary or assets thereof. The Seller has not participated in any voluntary compliance or self-correction program established by the IRS under the Employee Plans Compliance Resolution System, or entered into a closing agreement with the IRS with respect to the form or operation of any Seller Plan.

(g) Each Seller Plan that is a "group health plan" within the meaning of Section 5000(b)(1) of the Code is in compliance with the applicable requirements of the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, including the market reform mandates and the information reporting rules. The Seller has offered minimum essential health coverage, satisfying affordability and minimum value requirements, to its full-time employees sufficient to avoid liability for assessable payments under Sections 4980H(a) and 4980H(b) of the Code. The Seller has complied with the applicable reporting requirements under Sections 6055 and 6056 of the Code.

(h) Neither the Seller nor any ERISA Affiliate (i) have any obligation to provide health benefits to any employee following termination of employment, except continuation coverage required under Section 4980B of the Code (or equivalent state Law) with costs for such coverage paid solely by such employee; or (ii) provides health and welfare benefits

with respect to any current or former participant employed or engaged, or last employed or engaged, in Canada following such participant's retirement or other termination of service, except to the minimum extent required by applicable Canadian employment standards legislation.

(i) There have been no prohibited transactions or breaches of any of the duties imposed on "fiduciaries" (within the meaning of Section 3(21) of ERISA) by ERISA with respect to the Seller Plans that could reasonably result in any liability or excise tax under ERISA or the Code being imposed on any Seller.

(j) Each Seller Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings, and proposed and final regulations) thereunder; and Sellers do not have any obligation to "gross up" any Person for any Taxes under Section 409A of the Code.

(k) Neither the execution and delivery of this Agreement by Sellers nor the consummation of the transactions contemplated hereby will: (i) entitle any current or former employee of Sellers to severance pay, unemployment compensation, benefits, incentive compensation, or any similar payment; (ii) accelerate the time of payment or vesting or increase the amount of any compensation due to any such employee or former employee; (iii) require any contributions or payments to fund any obligations under any Seller Plan; or (iv) directly or indirectly result in any payment made to or on behalf of any Person to constitute a "parachute payment" within the meaning of Section 280G of the Code; and the Seller does not have any obligation to "gross up" any Person for any Taxes under Section 4999 of the Code.

(l) No Seller Plan is, has ever been, or is intended to be (i) a "registered pension plan" as defined in subsection 248(1) of the *Canadian Tax Act* that contains a "defined benefit provision" as defined in subsection 147.1(1) of the *Canadian Tax Act* (each, a "Canadian Defined Benefit Plan"); (ii) a "multi-employer plan" as defined in subsection 147.1(1) of the *Canadian Tax Act*; (iii) a "deferred profit sharing plan" as defined in subsection 248(1) of the *Canadian Tax Act*; or (iv) an "employee life and health trust" as defined in subsection 248(1) of the *Canadian Tax Act*.

(m) No Seller Plan is intended to be or has ever been found or alleged by a Governmental Authority to be a "salary deferral arrangement" within the meaning of the *Canadian Tax Act* or a "retirement compensation arrangement" as defined in subsection 248(1) of the *Canadian Tax Act*.

4.15 Brokers. Except for Houlihan Lokey, 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 Ancillary Document based upon arrangements made by or on behalf of Seller.

4.16 Insurance. Schedule 4.16 sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers'

compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Seller or its Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the “Insurance Policies”); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since January 1, 2020. Except as set forth on Schedule 4.16, there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of the Insurance Policies. All premiums due on the Insurance Policies have either been paid or, if not yet due, accrued. All the Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. Except with respect to those Insurance Policies renewed within the last forty-five (45) days (copies of which have not yet been provided to Sellers), true and complete copies of the Insurance Policies have been made available to Purchaser.

4.17 Inventory. All Inventory consists of a quality and quantity usable and salable in the Ordinary Course of Business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory that is owned by Sellers, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of Sellers.

4.18 Accounts Receivable. The Accounts Receivable (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice. The reserve for bad debts shown on the accounting records of the Sellers have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

4.19 Environmental. Except as set forth on Schedule 4.19:

(a) Sellers are currently, and for the past five (5) years have been, in compliance in all material respects with all applicable Environmental Laws and Permits authorized or issued pursuant to any Environmental Laws.

(b) Sellers have not released, and to the Knowledge of Sellers there has been no Release, of any Regulated Substances on, at, under, or from the Owned Real Property or Leased Real Property in material violation of Environmental Laws or in a manner giving rise to material liability under Environmental Laws, in each case as to one or more of Sellers.

(c) There are no pending or unresolved claims or legal proceedings in connection with any actual or alleged violations of or liability under any Environmental Law, and, within the past five (5) years, Sellers have not received written notice of any pending or threatened claims by any Governmental Authority, or received written notice of threatened legal proceedings, alleging material violations of or material liability under any Environmental Law, in each case with respect to the Owned Real Property or the Leased Real Property or the operations undertaken by Sellers thereon.

(d) Sellers have made available to Purchaser all material environmental reports, investigations, assessments, and audits possessed or under the control of the Sellers and related to the environmental condition of the Owned Real Property or Leased Real Property or any facilities located thereon.

(e) To the Knowledge of Sellers, none of the Owned Real Property or Leased Real Property is subject to the New Jersey Industrial Site Recovery Act, or any rules or regulations promulgated thereunder.

4.20 Tax. Except as set forth on Schedule 4.20, each Seller has prepared and duly and timely filed all material Tax Returns required to be filed by it (taking into account extensions) with respect to the Business and the Purchased Assets, and all such Tax Returns are true, complete, and correct in all material respects. Each Seller has paid all material Taxes which were due and payable by it within the time required by applicable Legal Requirement or made adequate provision in the Business Financial Statements for such material Taxes, other than such Taxes the nonpayment of which is required under applicable Legal Requirements. None of the Sellers is subject to any audits or investigations relating to the payment of or failure to pay a material amount of Taxes with respect to the Business or the Purchased Assets. Each Canadian Seller has duly and timely deducted, charged, collected or withheld all material Taxes required by applicable Legal Requirements to be deducted, charged, collected or withheld by it (taking into account extensions) with respect to the Business and the Purchased Assets, and has paid or remitted such amounts to the appropriate Governmental Authority when due or made adequate provision in the Business Financial Statements for such material Taxes, other than such Taxes the nonpayment of which is required under applicable Legal Requirements, in the form required under applicable Legal Requirements.

4.21 NO OTHER REPRESENTATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4 (AS MODIFIED BY THE SCHEDULES), NO SELLER MAKES ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING THE PURCHASED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR THE BUSINESS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLERS NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING

FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF ANY SELLER.

SECTION 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND
SUPPLEMENTAL CLAIMS COMPANY

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser and Supplemental Claims Company jointly and severally hereby represent and warrant to Sellers as of the date hereof and as of the Closing as follows:

5.1 Organization and Authority of the Purchaser. (a) Each of Newco USA, Newco Canada, and Supplemental Claims Company is an entity duly incorporated or organized, as the case may be, validly existing and in good standing (where such concept is recognized under applicable Legal Requirement) under the Legal Requirements of its jurisdiction of incorporation or formation and has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted and to perform its obligations hereunder and under any Ancillary Document to which it is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by the Purchaser and Supplemental Claims Company have been duly authorized and approved by all required action on the part of the Purchaser and Supplemental Claims Company and do not require any further authorization or consent of the Purchaser or its members or and Supplemental Claims Company and its members. This Agreement has been duly authorized, executed and delivered by the Purchaser and Supplemental Claims Company and is the legal, valid and binding agreement of the Purchaser and Supplemental Claims Company enforceable against the Purchaser and Supplemental Claims Company in accordance with its terms, and each Ancillary Document to which the Purchaser or Supplemental Claims Company is a party has been duly authorized by the Purchaser and Supplemental Claims Company, respectively, and upon execution and delivery by the Purchaser and Supplemental Claims Company will be a legal, valid and binding obligation of the Purchaser and Supplemental Claims Company, respectively, enforceable against the Purchaser and Supplemental Claims Company, respectively, in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar Legal Requirements affecting creditors rights generally.

(b) Neither the execution and delivery of this Agreement or any of such Ancillary Documents nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (A) the Purchaser's or Supplemental Claims Company's Organizational Documents, (B) any Order to which the Purchaser or Supplemental Claims Company is a party or by which it is bound or (C) any Legal Requirement affecting the Purchaser or Supplemental Claims Company; or

(ii) require the approval, consent, authorization or act of, or the making by the Purchaser or Supplemental Claims Company of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court and other applicable Governmental Authorities.

5.2 Litigation. There are no pending or, to the knowledge of the Purchaser or Supplemental Claims Company, threatened Actions by any Person or Governmental Authority against or relating to the Purchaser or Supplemental Claims Company (or any Affiliate of the Purchaser or Supplemental Claims Company) or by the Purchaser or Supplemental Claims Company or their respective assets or properties are or may be bound that, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of the Purchaser or Supplemental Claims Company to perform its obligations under this Agreement and the Ancillary Documents to which it is a party, for the Purchaser to assume and perform the Assumed Liabilities (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), for Supplemental Claims Company to assume the Supplemental Assumed Claims, or for the Purchaser or Supplemental Claims Company to consummate on a timely basis the transactions contemplated hereby or thereby.

5.3 No Brokers. Except as set forth on Schedule 5.3, neither the Purchaser nor Supplemental Claims Company nor any Person acting on either's respective behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement for which a Seller is or will become liable, and the Purchaser and Supplemental Claims Company shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

5.4 Adequate Assurances Regarding Assigned Contracts; Good Faith. As of the Closing, the Purchaser will be capable of satisfying the conditions contained in section 365(b)(1)(C) of the Bankruptcy Code with respect to the Assigned Contracts. To the Purchaser's knowledge, there exist no facts or circumstances that would cause, or be reasonably expected to cause, the Purchaser and/or Supplemental Claims Company and/or its Affiliates not to qualify as "good faith" purchasers under section 363(m) of the Bankruptcy Code.

5.5 Ownership of Sellers. Neither Purchaser nor Supplemental Claims Company nor any respective Affiliate thereof holds directly or indirectly, any beneficial or other ownership interest in any Seller or their respective securities.

5.6 Financial Capability.

(a) Debt Commitment Letter.

(i) The Purchaser has delivered to Sellers a true, accurate and complete copy of the fully executed debt commitment letter dated the date hereof, including all amendments, exhibits, attachments, appendices and schedules thereto as of the date hereof (the "Debt Commitment Letter") from the Lenders and the DIP Lenders, relating to the commitment of the Lenders and the DIP Lenders, upon the terms and subject to the conditions set forth therein, to

lend Purchaser the Assumed Secured Debt and the other amounts set forth therein (the “Debt Financing”) for the purpose of consummating the transactions contemplated hereby and the other matters set forth therein; provided that, the economic terms in a copy of any fee letter delivered pursuant hereto may be redacted.

(b) Conditions Precedent; Contingencies. Except as expressly set forth in the Debt Commitment Letter, there are (i) no conditions precedent to the obligations of the counterparties thereto to provide the full amount of the Debt Financing; and (ii) no contingencies that would permit the parties thereto to modify the terms and conditions of the Debt Financing. Other than the Debt Commitment Letters, there are no other Contracts or other undertakings between any of the providers of the Debt Financing or their respective Affiliates, on the one hand, and Purchaser and its Affiliates, on the other hand, with respect to the Debt Financing (other than a fee letter with the providers of the Debt Financing, a redacted copy of which has been provided to Sellers).

(c) Sufficient Funds. Assuming the conditions set forth in Sections 8.1 and 8.2 are satisfied, the Debt Financing, when funded and consummated in accordance with the Debt Commitment Letter, including with respect to the Assumed Secured Debt, shall provide Purchaser with acquisition financing on the Closing Date that is sufficient to consummate the transactions contemplated hereby and fund all costs and expenses required to be paid by Purchaser at the Closing.

(d) Validity. As of the date hereof, the Debt Commitment Letters (i) is in full force and effect and is a legal, valid, binding and enforceable obligation of the Purchaser, Equity Investor and, to the knowledge of the Purchaser, Lenders and the DIP Lenders, as applicable, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Legal Requirements affecting creditors’ rights generally and except insofar as the availability of equitable remedies may be limited by applicable Legal Requirements, and (ii) has not been withdrawn or terminated or otherwise amended or modified in any respect, and no amendment or modification thereof is contemplated. As of the date hereof, neither the Purchaser, nor to the knowledge of the Purchaser, any other party to any of the Debt Commitment Letter is in default or breach of the Debt Commitment Letter.

5.7 Investment Canada Act. The Purchaser is a “WTO investor” that is not a “state-owned enterprise” within the meaning of the Investment Canada Act.

5.8 No Inducement or Reliance: Independent Assessment. Each of the Purchaser and Supplemental Claims Company acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person (including the Administrative Agent, the DIP Agent, the Lenders and the DIP Lenders) is making, and neither the Purchaser nor Supplemental Claims Company is relying on, any representations or warranties whatsoever, statutory, expressed or implied, written or oral, at law or in equity, beyond those expressly made by Sellers in Section 4 hereof (as modified by the Schedules). Each of the Purchaser and Supplemental Claims Company acknowledges that, except as expressly set forth in Section 4 (as modified by the Schedules), none of the Sellers or any of their respective Affiliates nor any other Person has, directly or indirectly, made any

representation or warranty, statutory, expressed or implied, written or oral, at law or in equity, as to the accuracy or completeness of any information that any Seller furnished or made available to the Purchaser or Supplemental Claims Company and their respective Representatives in respect of the Purchased Assets, and Sellers' operations, assets, stock, Liabilities, condition (financial or otherwise) or prospects. Each of the Purchaser and Supplemental Claims Company acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person (including the Administrative Agent, the DIP Agent, the Lenders and the DIP Lenders), directly or indirectly, has made, and neither the Purchaser nor Supplemental Claims Company has relied on, any representation or warranty, whether written or oral, regarding the pro-forma financial information, financial projections or other forward-looking statements of Seller, and neither the Purchaser nor Supplemental Claims Company will make any claim with respect thereto. Each of the Purchaser and Supplemental Claims Company acknowledges that, except for the representations and warranties expressly made by Sellers in Section 4 hereof (as modified by the Schedules) the Purchased Assets are being transferred on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis. None of Sellers or any other Person (including any officer, director, member or partner of Sellers or any of their Affiliates) shall have or be subject to any liability to the Purchaser, Supplemental Claims Company, or any other Person, resulting from the Purchaser's or Supplemental Claims Company's use of any information, documents or material made available to the Purchaser in any "data rooms," management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby or by the other Ancillary Documents, except for the representations and warranties expressly made by Sellers in Section 4 hereof (as modified by the Schedules).

SECTION 6

ACTION PRIOR TO THE CLOSING DATE

6.1 Access to Information.

(a) Sellers agree that, between the Agreement Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms, Sellers shall (i) permit the Purchaser's Representatives reasonable access during regular business hours and upon reasonable notice, to the offices, properties, agreements and other documentation and financial records of Sellers relating to the Business, the Purchased Assets, the Assumed Liabilities and/or the Seller Employees to the extent the Purchaser reasonably requests provided access shall not include any invasive testing of any Leased Real Property or Owned Real Property; and (ii) permit the Purchaser's Representatives to contact, or engage in any discussions or otherwise communicate with, the Seller Employees, and reasonably cooperate with the Purchaser's Representatives in facilitating such communications (including by way of on-site visits and interviews). Sellers shall use commercially reasonable efforts to cause their respective Representatives to reasonably cooperate with the Purchaser and the Purchaser's Representatives in connection with such investigations and examinations, and the Purchaser shall, and use its commercially reasonable efforts to cause its Representatives to, reasonably cooperate with the Sellers and their Representatives, and shall use their commercially reasonable efforts to minimize any disruption to the operation of the Business or the Purchased Assets. All confidential documents and information concerning the Business furnished to the Purchaser, Supplemental Claims

Company or their respective Representatives in connection with the transactions contemplated by this Agreement and the other Ancillary Documents are subject to the terms and conditions of that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc.

(b) Notwithstanding the foregoing but subject in all respects to the Bidding Procedures Order, this Section 6.1 shall not require any Seller to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Sellers, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which any Seller is a party or cause any privilege (including attorney-client privilege) or work product protection that any Seller would be entitled to assert to be waived, (ii) any information that is competitively sensitive, or (iii) if the Sellers, on the one hand, and the Purchaser or any of its Affiliates, on the other hand, are adverse parties in any Action, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so would not (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege or work product protection to be undermined with respect to such information and in the case of clause (ii), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so could reasonably (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary “clean-room” arrangements pursuant to which non-employee Representatives of the Purchaser could be provided access to such information.

6.2 Transferred Personal Information.

(a) For purposes of this Section 6.2, “Transferred Information” means the Personal Information to be disclosed or conveyed to the Purchaser by or on behalf of the Sellers as a result of or in conjunction with the transaction contemplated herein and includes all such Personal Information disclosed to the Purchaser on or prior to the Closing Date.

(b) Prior to the Closing Date, the Purchaser covenants and agrees to: (i) use and disclose the Transferred Information solely: (A) for the purpose of reviewing and completing the transaction contemplated herein, including for the purpose of determining to complete such transaction; and (B) where the determination is made to proceed with the transaction, to complete it; (ii) to protect the Transferred Information by security safeguards appropriate to the sensitivity of the information; and (iii) return or destroy the Transferred Information, at the option of the Seller, should the transaction contemplated herein not be completed.

(c) Following the Closing Date, the Purchaser covenants and agrees to: (i) use and disclose the Transferred Information solely for those purposes for which consent was obtained by the Sellers, or as otherwise required or permitted by applicable Legal Requirements, unless further consent is obtained by the Sellers from the individuals in question; and (ii) notify the individuals to whom the Transferred Information relates, within a reasonable period of time

after the Closing Date, that the transaction has been completed and that the Transferred Information has been disclosed to the Purchaser.

(d) The Sellers covenant and agree to inform the Purchaser of the purposes for the collection, use and disclosure of the Transferred Information with respect to which consent was obtained from the individuals to which such information relates if Purchaser collects and records when consent was obtained and when it was not.

6.3 Governmental Approvals.

(a) Without prejudice to the Purchaser's obligations set forth in Section 6.3(c) and subject to the terms and conditions of this Agreement, Sellers, the Purchaser, and Supplemental Claims Company agree to use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate actions, to do, or cause to be done, and assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including to satisfy the respective conditions set forth in SECTION 8.

(b) In furtherance and not in limitation of the foregoing, Sellers and the Purchaser agree:

(i) to comply promptly with all Legal Requirements that may be imposed on it with respect to this Agreement and the transactions contemplated hereby by (A) the Surface Transportation Board established under 49 U.S.C. ss.10101 et seq. or any successor agency (the "STB"), including filing, or causing to be filed, as promptly as practicable but in any event within ten Business Days of the Agreement Date, any required notification and report forms, (B) the Federal Motor Carrier Safety Administration ("FMCSA") and/or (C) any Governmental Authority;

(ii) to supply as promptly as practicable any additional information and documentary material that may be requested by the STB or the FMCSA and/or any other Governmental Authority, and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods under the regulations of the STB; and

(iii) to obtain any consent of the STB or FMCSA, or other Governmental Authority required to be obtained or made by Sellers or the Purchaser, or any of their respective Affiliates in connection with the transactions contemplated hereby or the taking of any action contemplated by this Agreement.

(c) Without limiting the generality of the undertakings in subsection (a) of this Section 6.3 and subject to appropriate confidentiality protections and applicable Legal Requirements, Sellers and the Purchaser shall each cooperate with each other and furnish to the other such necessary information and reasonable assistance as the other Party may request in connection with the foregoing and, subject to applicable Legal Requirements, shall each promptly provide counsel for the other Party with copies of all filings made by such Party, and all

correspondence between such party (and its Representatives) with the STB, FMCSA, or other Governmental Authority and any other information supplied by such Party and such Party's Affiliates to the STB, FMCSA, or other Governmental Authority in connection with this Agreement and the transactions contemplated hereby. Each Party shall, subject to applicable Legal Requirements, permit counsel for the other Party to review in advance any proposed written communication to the STB, FMCSA, or other Governmental Authority and consult with each other in advance of any meeting or telephone conference with, the STB, FMCSA, or other Governmental Authority or, in connection with any Action by a private party, with any other Person, and to the extent permitted by the STB, FMCSA or other Person or Governmental Authority, give the other Party the opportunity to attend and participate in such meetings and telephone conferences, in each case in connection with any Action relating to the transactions contemplated hereby; provided, however, that no Party hereto shall be required to provide any other Party with copies of confidential documents or information included in its filings and submissions required by the STB, provided, further, that a Party hereto may request entry into a joint defense agreement as a condition to providing any such materials and that, upon receipt of that request, the Parties shall work in good faith to enter into a joint defense agreement to create and preserve attorney-client privilege in a form and in substance mutually acceptable to the Parties.

(d) The filing fees under the regulations of the STB or FMCSA shall be borne solely by the Purchaser.

6.4 Conduct of Business Prior to the Closing Date. From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms of Section 9 hereof, Sellers shall maintain, operate, and carry on the Business only in the Ordinary Course of Business, except as otherwise expressly required by this Agreement or the Bankruptcy Case or with the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Consistent with the foregoing and to the extent permitted or required in the Bankruptcy Case, Sellers shall use commercially reasonable efforts to (a) continue operating the Business as a going concern, and (b) maintain the Purchased Assets and the assets and properties of, or used by, Sellers relating to the Business consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court. In a manner that is reasonable and consistent with a debtor in possession, Sellers shall use commercially reasonable efforts to maintain the Purchased Vehicles in good operating condition, reasonable wear and tear excepted. Notwithstanding anything to the contrary in this Section 6.4, the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of this Section 6.4. Without limiting the foregoing, without the prior written consent of Purchaser, except as set forth in Schedule 6.4, each Seller agrees that it shall not take any of the following actions (as each pertains to or is related to the Purchased Assets or the Assumed Liabilities):

(a) fail to perform any obligations, make any material modification, amendment or extension with respect to any Assigned Contract or terminate any Assigned Contract;

(b) cancel, terminate, fail to file to renew or maintain, materially amend, modify or change any Permit;

(c) except to the extent consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court, fail to pay debts and other obligations of arising out of the Purchased Assets (other than Taxes) arising after the Petition Date when due;

(d) except to the extent consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court, fail to pay Taxes with respect to the Purchased Assets arising after the Petition Date for which Purchaser would be liable (other than Taxes not yet due and payable);

(e) fail to continue to perform all requirements for eligibility to recover/receive economic benefits/support pursuant to the Statewide Mass Transportation Operating Assistance Program;

(f) fail to timely pay each Seller Employee all wages (including overtime, other paid time off and vacation pay) owed to such Persons;

(g) terminate except for just cause the employment of any Seller Employee earning an annual compensation of \$100,000 or more; or

(h) sell, assign, transfer, convey, license or dispose of any Purchased Assets or incur any Encumbrances on any Purchased Assets (other than Permitted Encumbrances) or allow any Purchased Assets to become subject to any Encumbrance (other than Permitted Encumbrances).

6.5 Notification of Breach; Disclosure. Each Party shall promptly notify the other of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement) that would constitute a failure of a closing condition set forth in Section 8. During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this Section 6.5 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

6.6 Insurance. Until the Closing, Sellers shall continue in full force and effect, without modification, all Insurance Policies identified on Schedule 4.16, except as required by applicable Legal Requirements.

6.7 Bankruptcy Court Approval; Procedures.

(a) Sellers and the Purchaser acknowledge that this Agreement and the sale of the Purchased Assets will be subject to Bankruptcy Court approval and entry of the Sale Order and, solely in respect of the Canadian Sellers, the Canadian Court approval and entry of the Canadian Sale Recognition Order, following the commencement of the Bankruptcy Case and the Canadian Recognition Case. Sellers and the Purchaser acknowledge that (i) to obtain the approval of the Bankruptcy Court under the Bankruptcy Case, Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court and, if necessary, conducting an auction in respect of the Purchased Assets, and (ii) the Purchaser must provide adequate assurance of future performance under the Assigned Contracts. Sellers agree to use good faith efforts to support and cause the approval and entry of the Sale Order.

(b) Purchaser understands and agrees that, as of the commencement of the Bankruptcy Case, Sellers are debtors in possession in bankruptcy and will conduct a sale process (including an Auction, if necessary) and that Sellers may use this Agreement as the base bid for the Purchased Assets in accordance with the Bidding Procedures. The Purchaser shall be entitled but not obligated to participate in any auction beyond its base bid pursuant to this Agreement and the Bidding Procedures Order.

(c) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Sale Order or the Canadian Sale Recognition Order, Sellers shall promptly notify the Purchaser of such appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice of appeal or order of stay. Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from such orders.

(d) Sellers shall give notice of the transactions contemplated by this Agreement in such manner as the Bidding Procedures Order shall require, and to such additional Persons as the Purchaser reasonably requests in writing in advance of the Sale Order being entered.

(e) At the Closing on the Closing Date and as provided in this Agreement and the Sale Order, all Waived Avoidance Actions will be deemed to be waived and the Purchaser shall take no action to pursue and enforce any Waived Avoidance Action.

6.8 Bankruptcy Filings.

(a) From and after the date hereof, prior to filing any papers or pleadings in the Bankruptcy Case or in the Canadian Recognition Case that relate, in whole or in part, to this Agreement or the Purchaser, Sellers shall provide the Purchaser with a copy of such papers or pleadings and obtain prior written consent by Purchaser to the same before filing any such papers or pleadings with the Bankruptcy Court in respect of the Bankruptcy Case or the Canadian Court in respect of the Canadian Recognition Case.

(b) Sellers shall file such motions or pleadings as may be appropriate or necessary to: (i) assume and assign the Assigned Contracts (including but not limited to the Collective Bargaining Agreements set forth in Schedule 2.1(d)); and (ii) subject to the consent of the Purchaser determine the amount of the Cure Costs; provided that nothing herein shall preclude Sellers, following service of the Assumption Notice, from filing such motions to reject any Contracts or Leases that are not listed on Schedule 2.5 or that have been designated for rejection by the Purchaser.

6.9 Vehicle Titles. Sellers shall deliver, or cause to be delivered, at the Closing, all certificates of title and title transfer documents to all titled Purchased Vehicles.

6.10 Schedule Updates. From time to time prior to the Closing Date, Sellers may deliver to the Purchaser any new schedules or supplement or amend the Schedules with respect to any matter that, if existing, occurring or known as of the date hereof, would have been required to be set forth or described in the Schedules. Any disclosure in any such supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Section 8 have been satisfied. Notwithstanding anything in this Section 6.10 to the contrary, in no event will Sellers be permitted to supplement or amend any Schedules without the prior written consent of the Purchaser and any such supplements or amendments will not be deemed to modify any Schedules other than (x) the Schedules required under Section 4 or (y) as contemplated by the last paragraph of Section 2.1.

6.11 Financing. Purchaser shall use its commercially reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all commercially reasonable things necessary, proper or advisable to arrange and consummate the Debt Financing at the Closing on the terms and conditions set forth in the Debt Commitment Letter, including using commercially reasonable efforts to: (i) comply with and maintain the Debt Commitment Letter in effect, (ii) negotiate and enter into definitive agreements with respect thereto, (iii) comply with and perform the obligations applicable to it pursuant to such Debt Commitment Letter, (iv) draw down on and consummate the Debt Financing if the conditions to the availability of the Debt Financing have been satisfied or waived, provided, however, that the Purchaser shall not be required to commence or pursue litigation, and Sellers do not have the right to compel the Purchaser to commence or pursue litigation, to enforce the obligations of Lenders or the DIP Lenders to fund the Debt Financing, and (v) satisfy on a timely basis all conditions applicable to it in such definitive agreements that are within its control. Purchaser shall not replace, amend or waive the Debt Commitment Letter or any provision thereof without Sellers' prior written consent.

6.12 Pension Plan Termination; Modification of Collective Bargaining Agreements. Sellers shall take all necessary action to terminate any Seller Plan that is a "pension plan" (as defined in Section 3(2) of ERISA) that is not a Multiemployer Plan, regardless of whether such "pension plan" is associated with the Purchased Assets. Sellers shall take all necessary action to withdraw from any Seller Plan that is a Multiemployer Plan, regardless of whether such Multiemployer Plan is associated with the Purchased Assets. To the extent any Collective

Bargaining Agreement provides for or relates to any such “pension plan,” Sellers shall cause such Collective Bargaining Agreement to be amended to remove any nexus between such Collective Bargaining Agreement and such “pension plan.” In the event that Sellers cannot obtain a consensual amendment to any such Collective Bargaining Agreement, Sellers shall seek an order of the Bankruptcy Code rejecting such Collective Bargaining Agreement in accordance with section 1113 of the Bankruptcy Code. For the avoidance of doubt, no Collective Bargaining Agreement providing for any liabilities or obligations in respect of any “pension plan” (as defined in Section 3(2) of ERISA) will be an Assigned Contract.

6.13 Statewide Transportation Operating Assistance Program. Each of Purchaser and Seller shall use their commercially reasonable efforts to take, or cause to be taken, all commercially reasonable actions and do, or cause to be done, all commercially reasonable things necessary, proper or advisable to arrange for the continued receipt by Purchaser of funds from the Statewide Transportation Operating Assistance Program in the amounts received by Seller.

SECTION 7

ADDITIONAL AGREEMENTS

7.1 Taxes.

(a) All real property taxes, personal property taxes and other ad valorem taxes levied with respect to the Purchased Assets (other than Transfer Taxes) for a Straddle Period shall be apportioned based on the number of days of the Straddle Period ending on and including the Closing Date and the number of days of the Straddle Period after the Closing Date. The applicable Seller shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period ending on and including the Closing Date, and Purchaser shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period beginning on the day after the Closing Date. Each Seller and Purchaser shall cooperate to promptly pay or reimburse the other for any such taxes based on their respective liability for such taxes as determined pursuant to this Section 7.1(a). Any refunds of such taxes with respect to a Straddle Period shall be apportioned between the applicable Seller and Purchaser in a similar manner.

(b) Without limiting the other terms set forth in this Agreement, any sales Tax, use Tax, GST/HST and QST, provincial sales Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(a) of the Bankruptcy Code (“Transfer Taxes”) shall be borne 50% by the Purchaser and 50% by the Seller. The Purchaser shall, at its own expense, file any necessary Tax Returns relating to Transfer Taxes and other documentation with respect to any Transfer Taxes. Each Party agrees to use its, and to cause its Affiliates to use, commercially reasonable efforts to mitigate, reduce, or eliminate any Transfer Taxes, including by becoming registered for Transfer Tax purposes, by making available Tax elections (including making a joint election in a timely manner under Section 167 of the ETA and Section 75 and Section 75.1 of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1), and by completing any necessary exemption certificates or similar documentation.

(c) The Purchaser and the applicable Sellers will, if applicable, jointly elect under Section 22 of the *Canadian Tax Act*, Section 184 of the *Taxation Act* (Quebec) and any corresponding provincial provisions with respect to the sale, assignment, transfer and conveyance of the Accounts Receivable and will designate and allocate therein that portion of the applicable portion of the Purchase Price. The Parties will execute and file, within the prescribed periods, the prescribed election forms and any other documents required to give effect to the foregoing and will also prepare and file all of their respective Tax Returns in a manner consistent with such allocation.

(d) The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Pre-Closing Tax Period or Straddle Period. The Purchaser and Sellers shall retain all Tax Returns and related books and records with respect to Taxes pertaining to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets for any Pre-Closing Tax Period or Straddle Period.

7.2 Employees and Employee Benefit Plans.

(a) From and after the Closing, (i) the Purchaser will recognize the applicable union as the exclusive bargaining representative of the bargaining unit comprising Hired Employees covered by the applicable Collective Bargaining Agreement as set forth on Schedule 2.1(d), (ii) the applicable Sellers will assume and assign to Purchaser in accordance with Section 1113(a) of the Bankruptcy Code the Collective Bargaining Agreements on Schedule 2.1(d), and (iii) the Purchaser will maintain in effect, and assume sponsorship of and all accrued obligations under, those health, welfare and benefit plans identified in Schedule 7.2(a).

(b) Not later than 2 Business Days prior to the Closing, and subject in all respects to the reasonable discretion of Purchaser, the Purchaser will make Qualifying Offers to all Seller Employees. For this purpose, a “Qualifying Offer” means an offer of employment, or for Quebec Employees and Seller Employees in Canada who are subject to a Collective Bargaining Agreement, a confirmation of transfer of employment to Purchaser by operation of law, with such employment to commence at the Closing, (i) for the Seller Employees whose employment is governed by the Collective Bargaining Agreements, on terms that are in accordance with the Collective Bargaining Agreements, and (ii) for all other Seller Employees, providing for a level of base pay at least equal to the Seller Employee’s base pay in effect immediately prior to the Closing Date, and otherwise on terms and conditions, including with respect to employee benefits (but, excluding defined benefit pension, equity compensation and retiree health and welfare benefits), that are substantially similar in the aggregate to the Seller Employee’s terms and conditions of employment with the applicable Seller immediately prior to the Closing Date; provided, however,

that for Seller Employees working in the State of New Jersey as of the Closing Date a “Qualifying Offer” shall, in addition to requirements (i) or (ii) above, also (iii) be for employment within the State of New Jersey and at a location that is not more than fifty (50) miles from each such Seller Employee’s place of employment with Seller immediately prior to the Closing; and (iv) be for the same position or a position with equivalent status as that which the applicable Seller Employee hold with Sellers immediately prior to the Closing.

(c) All Qualifying Offers made by the Purchaser pursuant to Section 7.2(b) will be made in accordance with all applicable Legal Requirements, will be conditioned only on the occurrence of the Closing, and, if applicable, will remain open for a period expiring no earlier than the Closing Date. Such offers may provide, to the extent permitted by applicable Legal Requirements, that the continuing provision of service by Seller Employee following the Closing Date will be deemed acceptance of the offer. Following acceptance of such offers, the Purchaser will provide written notice thereof to Sellers.

(d) The following will be applicable with respect to the Seller Employees:

(i) Each Hired Employee who participates in the Seller Plans other than the Assumed Seller Plans shall cease to be eligible to participate in, and shall cease to participate in and accrue benefits under, such Seller Plan effective as of the instant prior to the Closing. As of the Closing, the Purchaser will cause the Hired Employees to be covered by Purchaser-sponsored benefit plans (the “Replacement Plans”), which may include the Assumed Seller Plans. The commitments under this Section 7.2(d)(i) require the following:

(A) With respect to any Replacement Plans that are health and welfare benefit plans (other than the Assumed Seller Plans), subject to any third-party consent that may be required, the Purchaser agrees to take commercially reasonable efforts to waive or to cause the waiver of all limitations as to pre-existing conditions and actively-at-work exclusions and waiting periods for the Hired Employees. With respect to any Replacement Plans (other than the Assumed Seller Plans) and the calendar year in which the Closing Date occurs, the Purchaser shall use commercially-reasonable efforts to take into account all health care expenses incurred by any such employees or any eligible dependent thereof, including any alternate recipient pursuant to qualified medical child support orders, in the portion of the calendar year preceding the Closing Date that were qualified to be taken into account for purposes of satisfying any deductible or out-of-pocket limit under similar Seller Plans in which such Hired Employee participated or was eligible to participate immediately prior to the Closing Date for purposes of satisfying any deductible or out-of-pocket limit under the health care plan of the Purchaser for such calendar year.

(B) With respect to service and seniority, the Purchaser will, for each Hired Employee, recognize the service and seniority recognized by Sellers for all purposes, including the determination of eligibility, the extent of service or seniority-related benefits such as vacation and sick pay benefits, notice of termination, termination, and severance pay and levels of benefits to the same extent as any such Hired Employee was entitled, before the Closing Date, to credit for such service under any similar Seller Plan in which such Hired Employee participated or was eligible to participate immediately prior to the Closing Date, except that such crediting of

service shall not apply with respect to benefit accruals under any defined benefit pension plan or to the extent such credit would result in the duplication of benefits for the same period of service.

(C) With respect to the defined contribution plans sponsored by Sellers for Seller Employees performing services in the U.S. that is not an Assumed Seller Plan (the “Savings Plan”), Sellers will vest Hired Employees in their Savings Plan account balances as of the Closing Date. The Purchaser will take all actions necessary to cause the Purchaser 401(k) plan in which Hired Employees are eligible to participate (1) to recognize the service that the Hired Employees had in the Savings Plan for purposes of determining such Hired Employees’ eligibility to participate, vesting, attainment of retirement dates, contribution levels, and, if applicable, eligibility for optional forms of benefit payments, and (2) subject to applicable Legal Requirements, to accept direct rollovers of Hired Employees’ account balances in the Savings Plan, including transfers of loan balances and related promissory notes, provided that such loans would not be treated as taxable distributions at any time prior to such transfer.

(D) Within 60 days after the Closing Date and to the extent permitted by applicable Legal Requirement, Sellers will transfer to a flexible spending plan maintained by the Purchaser any balances outstanding to the credit of Hired Employees under Sellers’ flexible spending plan(s) as of the day immediately preceding the Closing Date. As soon as practicable after the Closing Date, Sellers will provide to the Purchaser a list of those Hired Employees that have participated in the health or dependent care reimbursement accounts of Sellers, together with (1) their elections made prior to the Closing Date with respect to such account and (2) balances standing to their credit as of the day immediately preceding the Closing Date.

(E) The Purchaser will honor all vacation days, (or payments in lieu thereof), banked overtime hours, and other paid time off accrued by the Hired Employees and unused as of the Closing.

(F) For Seller Employees whose employment is governed by the Collective Bargaining Agreements, their benefits, other than any defined benefit plan, shall be no less than the benefits promised under the applicable Collective Bargaining Agreements.

(G) The date on which Liabilities first arise or accrue for the purposes of Section 2.3(d) and the date on which claims are incurred under any Replacement Plans providing for health and welfare benefits shall be: (i) in the case of a death claim, the date of death; (ii) in the case of a short term disability claim, long-term disability claim or a life insurance premium waiver claim, the date of the first incidence of disability, illness, injury or disease that first qualifies an individual for benefits or to commence a qualifying period for benefits; (iii) in the case of extended health care benefits, including dental and medical treatments, the date of treatment or the date of purchase of eligible medical or dental supplies; and (iv) in the case of a claim for drug or vision benefits, the date the prescription was filled

(ii) Sellers will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable

Legal Requirements for the notification of its employees of any “employment loss” within the meaning of the WARN Act or any “mass layoff”, “group termination”, or “collective dismissal” under applicable Legal Requirements that occurs prior to the Closing. The Purchaser will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any “employment loss” within the meaning of the WARN Act or any “mass layoff” “group termination”, or “collective dismissal” that occurs on or following the Closing. Any workforce reductions carried out within the ninety (90) day period following the Closing Date by the Purchaser shall be done in accordance with all applicable Legal Requirements governing the employment relationship and termination thereof, including WARN. Purchaser agrees that during the ninety (90) day period following the Closing Date, it will not effectuate an “employment loss” (as that term is defined in the WARN Act and under applicable Legal Requirements) of Hired Employees such that in the aggregate, retroactively triggers obligations under the WARN Act or other applicable Legal Requirements to Sellers.

(iii) Sellers will retain responsibility for the payment of salary or wages earned by the Hired Employees prior to the Closing. The Purchaser will be responsible for the payment of salary or wages earned by the Hired Employees after the Closing, and for all payments under the Assumed Seller Plans, subject to Section 2.3(d) and the terms of the Purchaser’s compensation and benefit plans or programs.

(iv) Individuals who would otherwise be Hired Employees but who on the Closing Date are not actively at work due to a leave of absence covered by the Family and Medical Leave Act or other applicable Legal Requirements or are not actively at work due to military leave or other authorized leave of absence, including short-term disability, will be treated as Hired Employees on the date that they are able to return to work (provided that such return to work occurs within the authorized period of their leaves following the Closing Date or otherwise within the period prescribed by applicable Legal Requirements for such leaves) and perform the essential functions of their jobs, subject to the Purchaser providing any accommodation required by applicable Legal Requirement, and Purchaser shall assume, as of the Closing Date, all compensation, benefits and any other costs or responsibilities associated with respect to such individuals relating to the time between the Closing Date and when they become Hired Employees (and thereafter).

(v) Sellers will be responsible for providing COBRA Continuation Coverage to any current and former Seller Employees, or to any qualified beneficiaries of such employees, who become entitled to COBRA Continuation Coverage before the Closing, including those for whom the Closing occurs during the COBRA election period. The Purchaser will be responsible for extending and continuing to extend COBRA Continuation Coverage to all Hired Employees (and their qualified beneficiaries) who become entitled to COBRA Continuation Coverage on or following the Closing.

(e) Nothing in this Agreement is intended to amend any Seller Plan or affect the Seller’s right to amend or terminate any Seller Plan or the Purchaser’s right to amend or

terminate any Assumed Seller Plan or other benefit plan sponsored by the Purchaser, in each case, pursuant to the terms of such plan and applicable Legal Requirements. No provision of this Agreement shall create any third-party beneficiary or other rights in any Person, other than the Parties hereto, and no provision of this Agreement will be construed to create any right to any compensation or benefits on the part of any Hired Employee, any beneficiary or dependent thereof, any collective bargaining representative thereof or any other future, present or former employee of the Sellers, the Purchaser, or their respective Affiliates, with respect to the compensation, terms and conditions of employment, continued employment and/or benefits that may be provided such Persons or under any benefit plan which the Sellers, the Purchaser, or their Affiliates may maintain.

7.3 Release. Except for the D&O Claims, effective as of the Closing, each of Supplemental Claims Company and the Purchaser, on behalf of itself and its successors, assigns, representatives, administrators and agents, and any other person or entity claiming by, though, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge the Administrative Agent, the DIP Agent, any Lender or DIP Lender and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities of any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Purchased Assets on or prior to the Closing, except for any acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the transactions contemplated by this Agreement.

7.4 Adequate Assurances Regarding Assigned Contracts. With respect to each Assigned Contract, the Purchaser will use commercially reasonable efforts to provide adequate assurance as required under the Bankruptcy Code for the future performance by the Purchaser of each such Assigned Contract. The Purchaser and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a finding that there has been in the discretion of the Bankruptcy Court a demonstration of adequate assurance of future performance under the, by way of example only, Assigned Contracts, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court and making the Purchaser's and Sellers' employees and representatives available to testify before the Bankruptcy Court.

7.5 Reasonable Access to Records and Certain Personnel; Other Transition Services. In order to facilitate Sellers' efforts to administer and close the Bankruptcy Case (together, the "Post-Close Filings"), for a period of two (2) years following the Closing, the Purchaser shall (i) permit Sellers and Sellers' counsel and accountants (collectively, "Permitted Access Parties") during regular business hours, with reasonable notice, reasonable access to the financial and other books and records that comprised part of the Purchased Assets to the extent required to complete the Post-Close Filings, which access shall include (A) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (B) the Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish the Purchaser with reasonably detailed written descriptions of the materials to be so copied and the

applicable Permitted Access Party reimburses the Purchaser for the costs and expenses of such copies and any such other costs Purchaser incurs in connection with providing the Permitted Access Parties access to such records, and (ii) provide the Permitted Access Parties reasonable access to (A) Jazmine Estacio, Jerry Lunanuova and his staff, and Derrick Watters, (B) other Purchaser staff for occasional questions, and (C) the members of Purchaser's finance team and accounts payable team supporting the Purchased Assets. Additionally, for a period of two (2) years following the Closing, the Purchaser shall provide reasonable assistance (1) transitioning automatic payments and deposits from Sellers' accounts to Purchaser, (2) processing final paychecks for employees of Sellers and their Affiliates who are not Seller Employees, (3) with final employee benefit payouts and transition of employee benefits, (4) with the payment of trade payables that are not Purchased Assets, (5) splitting invoices existing as of the Closing to allocate between Purchased Assets and other assets of Sellers and their Affiliates, (6) with accounting for the transactions contemplated hereby and by the transactions to sell assets of Seller and its Affiliates that are not Purchased Assets, (7) filing final Tax Returns for Sellers and their Affiliates, and (8) dissolving Sellers and their Affiliates, and (9) such other services as reasonably requested by Sellers.

(a) For a period of 30 days following the Closing Date, Purchaser will provide access, to the extent commercially reasonable, to the AssetWorks software to any liquidating purchaser of fleet assets of Sellers and its Affiliates that are not Purchased Assets (any such purchaser, a "Liquidating Purchaser") upon the reasonable request by, and at no cost to, such Liquidating Purchaser; provided, however, that any Liquidating Purchaser (i) shall enter into any agreement required by Purchaser, in its reasonable discretion to provide such access, and (ii) access is permissible pursuant to, and not in default of, any agreement applicable to the AssetWorks Software. Any such Liquidating Purchaser is an intended third-party beneficiary of this Section 7.5.

(b) For a period of 90 days following the Closing Date, Purchaser will provide the following transition services to any going concern purchaser of assets of Sellers and its Affiliates that are not Purchased Assets (any such purchaser, a "Going Concern Purchaser" and, together with any Liquidating Purchasers, the "Non-Core Purchasers"), provided, however, that all such services to be provided shall be provided pursuant to a transaction services agreement containing terms and conditions mutually agreeable to Purchaser and any such Non-Core Purchaser.

(c) All obligations of Purchaser under this Section 7.5 shall be performed in a commercially reasonable and workmanlike manner.

(d) Notwithstanding anything to the contrary herein, no right of Sellers, their Affiliates, or Liquidating Purchasers pursuant to this Section 7.5 shall be exercisable in such a manner as to interfere with the normal operations of the Purchaser's business.

(e) Notwithstanding anything contained in this Section 7.5 to the contrary, in no event shall Sellers, their Affiliates, or Non-Core Purchasers have access to any information that, based on advice of the Purchaser's counsel, could (1) reasonably be expected to create liability

under applicable Legal Requirements, or waive any legal privilege, (2) result in the discharge of any Trade Secrets of the Purchaser, its Affiliates or any third parties or (3) violate any obligation of the Purchaser with respect to confidentiality; provided, however that if Purchaser's counsel so advises, Purchaser and Sellers or Purchaser and the applicable Non-Core Purchaser, as applicable, will use commercially reasonable efforts to provide such access in a way that does not create such liability or confidentiality issues.

SECTION 8 **CONDITIONS TO CLOSING**

8.1 Conditions to Obligations of Each Party. The respective obligations of each Party to effect the sale and purchase of the Purchased Assets shall be subject to the fulfillment (or, if permitted by applicable Legal Requirement, waiver) on or prior to the Closing Date, of the following conditions:

(a) all requisite authorizations or consents from the STB or FMCSA or waiting periods following governmental filings with the STB or FMCSA shall have been obtained or expired, as the case may be;

(b) the Sale Order and, solely with respect to the Canadian Sellers, the Canadian Sale Recognition Order, shall have been entered and become a Final Order (unless such Final Order condition is waived in writing by Purchaser with the written consent of the Administrative Agent and the DIP Agent); and

(c) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

8.2 Conditions to Obligations of the Purchaser and Supplemental Claims Company.

(a) The obligation of the Purchaser and Supplemental Claims Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Sellers in Section 4 shall be true and correct in all respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), and the Purchaser shall have received a certificate of Sellers that (A) the representations and warranties of such Seller in Section 4.1, Section 4.3(a), Section 4.5(a), Section 4.6, Section 4.8(a), and Section 4.15 are true and correct in all respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date) and (B) the representations and warranties of Sellers in Section 4 other than

Section 4.1, Section 4.3(a), Section 4.5(a), Section 4.6, Section 4.8(a), and Section 4.15 are true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date);

(ii) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(iii) since the date of this Agreement, no Material Adverse Effect shall have occurred and be continuing, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(iv) Sellers shall be prepared to deliver, or cause to be delivered, to the Purchaser all of the items set forth in Section 3.7;

(v) All documentation associated with the Debt Financing is in form and substance acceptable to Purchaser;

(vi) Sellers shall have delivered to Purchaser evidence (sufficient in Purchaser's sole discretion) of the termination of any "pension plan" (as defined in Section 3(2) of ERISA) that is not a Multiemployer Plan to which any Seller is a party;

(vii) Sellers shall have delivered to Purchaser evidence of withdrawal from any multiemployer benefit plan;

(viii) all Collective Bargaining Agreements associated with the Purchased Assets that include provisions requiring a Seller Plan with defined benefits have been modified in form and substance reasonably acceptable to Purchaser to require benefits under a defined contribution plan;

(ix) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, of continuation immediately following Closing of the benefits to Sellers of the Statewide Mass Transportation Operating Assistance Program;

(x) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, of continuation immediately following Closing of the government grant programs identified on Schedule 8.2(a)(x).

(xi) All approvals and/or consents identified on Schedule 4.6 shall have been received by Sellers;

(xii) The transfer of all licenses and Permits necessary to operate the Business identified on Schedule 4.8(a) shall have been consented to by the applicable

Governmental Authority, if such consent is required by applicable Legal Requirements, or, for any licenses or Permits identified on Schedule 4.8(a) the transfer of which is prohibited by applicable Legal Requirements, an analogous license or Permit shall have been received by Purchaser;

(xiii) Purchaser has obtained insurance coverage for the Business in form and substance acceptable to Purchaser that is no less comprehensive than the insurance coverage under the Insurance Policies;

(xiv) Purchaser shall have received all necessary VIN numbers for each Purchased Vehicle;

(xv) Purchaser shall have received employment agreements from each of Ross Kinnear and Derrick Waters;

(xvi) Purchaser shall have received approval and/or consent to transfer all licenses for intellectual property identified on Schedule 8.2(a)(xvi);

(xvii)

(xviii) Purchaser shall (i) have received all stormwater permits necessary to operate the Owned Real Property and to operate the Leased Real Property for which a Seller is responsible pursuant to the terms of the applicable Lease to procure the applicable stormwater permit and (ii) all stormwater permits held by Sellers for operation of the Owned Real Property and Leased Real Property are compliant in all material respects with all applicable Legal Requirements as of the Closing Date;

(xix)

(xx)

(xxi)

[REDACTED]

(xxii)

[REDACTED]

(xxiii) Purchaser shall have received (i) a fully executed Supplemental Assumed Escrow Agreement, in form and substance mutually acceptable to Purchaser, Supplemental Claims Company, the DIP Agent, the Committee, and the Lenders in their sole discretion, establishing the Supplemental Assumed Claims Fund and (ii) evidence that the Supplemental Assumed Claims Fund has been funded by Supplemental Claims Company with the funds contributed as capital to Supplemental Claims Company by the Lenders or by Affiliates of the Lenders as required by Section 2.8 herein.

(xxiv) Sellers shall have delivered to Purchaser such other documents or instruments as Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(b) Any condition specified in Section 8.2(a) may be waived by the Purchaser; provided that no such waiver shall be effective against the Purchaser unless it is set forth in a writing executed by the Purchaser and consented to in writing by the Administrative Agent (acting at the direction of the requisite Lenders) and the DIP Agent (acting at the direction of the requisite DIP Lenders).

8.3 Conditions to Obligations of Sellers.

(a) The obligation of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of the Purchaser and Supplemental Claims Company contained herein shall be true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and

warranties shall be true and correct in all respects as of such earlier date) and Sellers shall have received a certificate of the Purchaser and Supplemental Claims Company to such effect signed by duly authorized officers thereof;

(ii) the covenants and obligations that each of the Purchaser and Supplemental Claims Company is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Sellers shall have received a certificate of the Purchaser and Supplemental Claims Company to such effect signed by duly authorized officers thereof;

(iii) Sellers shall have received (A) a fully executed Supplemental Assumed Escrow Agreement, in form and substance mutually acceptable to Sellers, the DIP Agent, the Committee, and the Lenders in their sole discretions, establishing the Supplemental Assumed Claims Fund and (B) evidence that the Supplemental Assumed Claims Fund has been funded by Supplemental Claims Company with the funds contributed as capital to Supplemental Claims Company by the Lenders or by Affiliates of the Lenders as required by Section 2.8 herein; and

(iv) each of the deliveries required to be made to Sellers pursuant to Section 3.6 shall have been so delivered.

(b) Any condition specified in Section 8.3(a) may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

SECTION 9 **TERMINATION**

9.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other Parties hereto, at any time prior to the Closing Date:

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

(b) by either the Purchaser or Sellers if any Order that prohibits the consummation of the transaction shall have become final and not appealable;

(c) by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to 75 days from entry of the Sale Order (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 9.1(c) will not be available to a Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before the Termination Date;

(d) by written notice from Sellers to the Purchaser, if the Purchaser or Supplemental Claims Company breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to

perform: (i) would give rise to the failure of a condition set forth in Section 8.3(a)(i) or Section 8.3(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to the Purchaser of such breach or failure to perform; provided, however, that Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(d) if Sellers are then in breach of the terms of this Agreement such that the conditions set forth in Section 8.2(a)(i) or 8.2(a)(ii) would not be satisfied;

(e) by written notice from the Purchaser to Sellers, if any Seller breaches or fails to perform in any respect any of Sellers' representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.2(a)(i) or Section 8.2(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to Sellers of such breach or failure to perform; provided, however, that the Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(e) if the Purchaser or Supplemental Claims Company is then in breach of the terms of this Agreement such that the conditions set forth in Section 8.3(a)(i) or 8.3(a)(ii) would not be satisfied;

(f) automatically upon the closing of an Alternative Transaction;

(g) by the Purchaser, if, the Purchaser is not selected as the "Successful Bidder" or "Back-Up Bidder" (each as defined in the Bidding Procedures Order) at the conclusion of the Auction;

(h) by the Purchaser, if: (i) any Seller (A) withdraws the Bidding Procedures Motion or publicly announces its intention to withdraw the Bidding Procedures Motion, (B) refuses or fails to diligently prosecute the Bidding Procedures and Sale Motion, (C) moves to voluntarily dismiss the Bankruptcy Case, or (D) moves to convert the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code; (ii) the Bankruptcy Court shall not have issued the Bidding Procedures Order within 35 days of the Petition Date, or such Order shall have been vacated or reversed at any time, or such Order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent; (iii) the Sale Order has not been entered by the Bankruptcy Court within 65 days following the Petition Date, or such Order shall have been vacated or reversed at any time, or such Order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent or (iv) the Canadian Sale Recognition Order has not been entered by the Canadian Court within 7 days following the entry of the Sale Order by the Bankruptcy Court, or such order shall have been vacated or reversed at any time, or such order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent; or

(i) by the Purchaser, upon the appointment of a trustee or examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code.

9.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in this Section 9.2 or Section 9.3 and except that each Party shall be liable for Fraud of this Agreement by such Party. Notwithstanding the foregoing, the provisions of Section 6.1(a), this Section 9.2, Section 9.3, Section 10 and Section 11 shall expressly survive the expiration or termination of this Agreement (and, to the extent applicable to the interpretation or enforcement of such provisions, Section 1).

(b) In the event this Agreement is validly terminated pursuant to Sections 9.1(e), (f), or (g), and provided that neither the Purchaser nor Supplemental Claims Company is in material breach of any provision of this Agreement prior to such termination and each is ready, willing and able to close the transactions contemplated hereby, Sellers shall pay the Reimbursement Amount and the Break-Up Fee to the Purchaser by wire transfer of immediately available funds to an account designated by the Purchaser within three (3) Business Days following the closing of an Alternative Transaction. In the event this Agreement is validly terminated pursuant to Sections 9.1(h), or (i), and provided that neither the Purchaser nor Supplemental Claims Company is in material breach of any provision of this Agreement prior to such termination and each is ready, willing and able to close the transactions contemplated hereby, Sellers shall pay the Reimbursement Amount to the Purchaser by wire transfer of immediately available funds to an account designated by the Purchaser within three (3) Business Days following the closing of an Alternative Transaction.

(c) Any obligation to pay the Reimbursement Amount and/or the Break-Up Fee hereunder shall be absolute and unconditional. Purchaser's claims to the Reimbursement Amount and the Break-Up Fee shall constitute allowed super-priority administrative claims against Sellers' bankruptcy estates under sections 503(b) and 507(a)(2) of the Bankruptcy Code and shall be payable as specified herein. Sellers hereby acknowledge and agree that (i) the right of the Purchaser to receive payment of the Reimbursement Amount and Break-Up Fee as set forth in this Section 9.2 is necessary and essential to induce the Purchaser to execute and deliver this Agreement and to enter into the transactions contemplated hereby, and that the Purchaser would not have done so without receiving such right and (ii) the obligation of Sellers to pay the Reimbursement Amount and Break-Up Fee as set forth in this Section 9.2 was negotiated at arms' length and in good faith and is (x) designed to maximize the value of the Sellers' bankruptcy estates, (y) fair, reasonable and appropriate, and (z) in the best interests of Sellers, the debtors, the bankruptcy estates and the estates' creditors, interest holders, stakeholders, and all other parties in interest.

(d) Nothing in this Section 9.2 or elsewhere in this Agreement shall be deemed to impair the right of Purchaser to bring any action or actions for specific performance, injunctive or other equitable relief (including the right of Purchaser to compel specific performance by Sellers of their obligations under this Agreement) pursuant to Section 11.8 prior to the valid termination of this Agreement; provided, that under no circumstances shall the Purchaser be permitted or entitled to receive both (i) the remedy of specific performance to cause the Closing

and (ii) the payment of the Break-Up Fee and the Reimbursement Amount. The Parties acknowledge and hereby agree that in no event shall Sellers be required to pay the Break-Up Fee and Reimbursement Amount on more than one occasion. Each of the Parties further acknowledges that the payment by Sellers of the Break-Up Fee and the Reimbursement Amount is not a penalty, but rather liquidated damages in a reasonable amount that will compensate the Purchaser, together with any additional damages to which the Purchaser may be entitled hereunder, in the circumstances in which such Break-Up Fee and Reimbursement Amount are payable, for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Except in the case of Fraud, the Purchaser's receipt in full of the return of the Good Faith Deposit and the Break-Up Fee and the Reimbursement Amount, as applicable, shall be the sole and exclusive monetary remedy of the Purchaser and Supplemental Claims Company against Sellers, and Sellers shall have no further liability or obligation, under this Agreement or relating to or arising out of any such breach of this Agreement or failure to consummate the transactions contemplated hereby.

9.3 Good Faith Deposit. In the event that this Agreement is terminated under Section 9.1(d), Sellers shall retain the Good Faith Deposit and neither Purchaser nor Supplemental Claims Company shall have any further rights thereto. In the event that this Agreement is terminated under Section 9.1(a), (b), (c), (e), (f), (g) (h), or (i) and provided that neither the Purchaser nor Supplemental Claims Company is in material breach of any provision of this Agreement prior to such termination, the Escrow Holder shall disburse to the Purchaser any amounts held in the Escrow Account pursuant to the terms in this Agreement and the Bidding Procedures. If the Agreement is terminated and the Good Faith Deposit would otherwise have been returned to the Purchaser under the immediately preceding sentence but for the second proviso therein, then, such Good Faith Deposit shall instead be paid over to Sellers without further action or deed and the Purchaser shall have no further rights thereto.

SECTION 10 **SURVIVAL**

The representations and warranties of the Purchaser, Supplemental Claims Company and Sellers made in this Agreement and the covenants of the Purchaser, Supplemental Claims Company and Sellers contained in this Agreement that, by their terms, are to be performed prior to the Closing shall not survive the Closing Date and shall be extinguished by the Closing and the consummation of the transaction contemplated by this Agreement. Absent Fraud, if the Closing occurs, neither the Purchaser nor Supplemental Claims Company shall have any remedy against Sellers, and Sellers shall not have any remedy against the Purchaser, Supplemental Claims Company or its Affiliates for (a) any breach of a representation or warranty contained in this Agreement (other than to terminate the Agreement in accordance with the terms hereof) and (b) any breach of a covenant contained in this Agreement with respect to the period prior to the Closing Date. The covenants and agreements contained herein that by their terms are to be performed after the Closing shall survive the Closing in accordance with their specified terms or, to the extent no

such terms are specified, indefinitely, and nothing in this Section 10 shall be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement.

SECTION 11 **GENERAL PROVISIONS**

11.1 Confidential Nature of Information. Sellers, on the one hand, and Purchaser, on the other agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding Purchaser and its Affiliates and Sellers and their respective Affiliates, respectively, during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of the Purchaser, to its counsel, accountants, financial advisors and potential lenders, and in the case of Sellers, to their counsel, accountants and financial advisors). No Party shall use any confidential information referred to in the first sentence of this paragraph in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the enforcement of its rights hereunder and under the Ancillary Documents; provided, however, that after the Closing, the Purchaser may use or disclose any confidential information included in the Purchased Assets and may use or disclose other confidential information that is otherwise reasonably related to the Purchased Assets. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (a) is or becomes available to such Party from a source other than the disclosing Party, provided such other source was not, and such Party would have no reason to believe such source was, subject to a confidentiality obligation in respect of such information, (b) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (c) is required to be disclosed under applicable Legal Requirements or judicial process, including the Bankruptcy Case, but only to the extent it must be disclosed, (d) such Party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby or (e) Sellers deem necessary to disclose to comply with the Bidding Procedures Order.

11.2 No Public Announcement. Neither Sellers nor the Purchaser or Supplemental Claims Company shall, without the approval of Coach USA, Inc. (in the case of a disclosure by the Purchaser or Supplemental Claims Company) or the Purchaser (in the case of a disclosure by Sellers), make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by Legal Requirements, including as may be required by the Bankruptcy Case, the Bidding Procedures Order or other Order of the Bankruptcy Court, the Bankruptcy Code, securities Legal Requirements, or the rules of any stock exchange, in which case the other Party or Parties shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

11.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by electronic mail or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser or Supplemental
Claims Company, to:

Bus Company Holdings US, LLC
Newcan Coach Company ULC
One Rockefeller Plaza
29th Floor
New York, NY 10020
ATTN: Josh Weiss, General Counsel of the
Renco Group
E-mail: jweiss@rencogrp.com

with copies to
(which shall not constitute notice):

McGuireWoods LLP
Tower Two-Sixty
260 Forbes Avenue
Suite 1800
Pittsburgh, PA 15222-3142
ATTN: Mark E. Freedlander
E-mail: mfreedlander@mcgurirowoods.com

If to Sellers, to:

c/o Coach USA, Inc.
160 S. Route 17 North
Paramus, NJ 07652
ATTN: Derrick Waters
Linda Burtwistle
Ross Kinnear
E-mail: derrick.waters@coachusa.com

ross.kinnear@coachusa.com

with copies to
(which alone shall not constitute
notice):

Alston & Bird LLP
90 Park Avenue
New York, NY 10016-1387
ATTN: Matthew Kelsey
Eric Wise
William Hao
E-mail: matthew.kelsey@alston.com
eric.wise@alston.com
william.hao@alston.com

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
ATTN: Sean Beach
Joe Mulvihill

E-mail: sbeach@ycst.com
jmulvihill@ycst.com

If to Administrative Agent and DIP
Agent, to:

WELLS FARGO BANK, NATIONAL
ASSOCIATION
1800 Century Park East, Suite 1100
Los Angeles, California 90067
Attn: Cameron Scott
Email: cameron.scott@wellsfargo.com

with a copy to
(which alone shall not constitute
notice):

GOLDBERG KOHN LTD.
55 E. Monroe Street, Suite 3300
Chicago, Illinois 60603
Attn: William Starshak, Esq. and
Dimitri Karcazes, Esq.
Fax No.: 312-201-4000
Email: william.starshak@goldbergkohn.com
dimitri.karcazes@goldbergkohn.com

or to such other address as such party may indicate by a notice delivered to the other party hereto.

All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 11.3 if delivered personally shall be effective upon delivery, if by overnight carrier shall be effective one (1) Business Day following deposit with such overnight carrier, if delivered by mail, shall be effective three (3) Business Days following deposit in the United States certified mail, postage prepaid, and if by e-mail prior to 6:00 p.m. ET, on the date of delivery to the email address set forth above, and if by e-mail at or after 6:00 p.m. ET, on the next Business Day, in each case provided the computer record indicates a full and successful transmission and no failure message is generated.

11.4 Successors and Assigns.

(a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto; provided, however, that the Purchaser shall be permitted to assign any of its rights, but not its obligations, hereunder to (i) any one or more Affiliates of Purchaser and (ii) its lenders as collateral security for its obligations under any of its secured debt financing arrangements.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall

be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

11.5 Entire Agreement; Amendments; Schedules. This Agreement, that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc., the Ancillary Documents and the Schedules referred to herein contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties; provided, however, that in no event shall this Agreement be amended without the prior written consent of the Administrative Agent on behalf of the Lenders and the DIP Agent on behalf of the DIP Lenders.

11.6 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof; provided, however that any such waivers or extensions shall also require the prior written consent of the Administrative Agent on behalf of the Lenders and the DIP Agent on behalf of the DIP Lenders. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. Except as otherwise provided herein, the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.7 Expenses. Each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

11.8 Remedies. The Parties recognize that if Sellers breach or refuse to perform as set forth in this Agreement, monetary damages alone would not be adequate to compensate the non-breaching Party for their injuries. Purchaser shall therefore be entitled, in addition to any other remedies that may be available, to seek to obtain specific performance of, or to enjoin the violation of, this Agreement. If any litigation is brought by the Purchaser to enforce this Agreement, Sellers shall waive the defense that there is an adequate remedy at law. The Parties agree to waive any requirement for the security or posting of any bond in connection with any litigation seeking specific performance of, or to enjoin the violation of, this Agreement. The Parties agree that the only permitted objection that they may raise in response to any action for specific performance or an injunction is that it contests the existence of a breach, threatened breach, or refusal to perform. The right of specific performance, injunctive and other equitable remedies is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement.

11.9 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

11.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Agreement.

11.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Legal Requirements of the State of Delaware applicable to contracts executed in and to be performed in that State. For clarity, the Parties agree that the Canadian Recognition Case shall be governed by, and construed in accordance with, the Legal Requirements of the Province of Ontario and the federal Legal Requirements of Canada applicable therein.

(a) All Actions arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court and the appellate courts therefrom, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that any Action arising out of or relating to the Canadian Recognition Case, shall be heard and determined in the Canadian Court and the appellate courts therefrom, and the Parties irrevocably submit to the exclusive jurisdiction of the Canadian Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties hereby consent to service of process by mail (in accordance with Section 11.3) or any other manner permitted by law.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, THE PURCHASER, SUPPLEMENTAL CLAIMS COMPANY, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.12 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person (including the Committee or any of its members, or any holder of a Supplemental Assumed Claim) any legal or equitable benefit, claim, cause of action, remedy or right of any kind; provided, however, that the Administrative Agent and the DIP Agent are and

will remain a third-party beneficiary of, to, and under this Agreement to the extent of any Encumbrances or other rights or interests of the Administrative Agent and the Lenders or the DIP Agent and the DIP Lenders arising in or under, or otherwise relating to, the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the undersigned each acknowledges, confirms, and agrees that all of Sellers' rights and interests in, under, and to this Agreement, including all of Sellers' rights and interests in, under, and to the Good Faith Deposit, are subject to any Encumbrances and other rights or interests therein from time to time granted or otherwise provided to the Administrative Agent and the DIP Agent, including under or in connection with any cash collateral order, debtor-in-possession financing order, or related documentation from time to time approved by the Bankruptcy Court, and including any Encumbrances granted or provided to the Administrative Agent or the DIP Agent from time to time under any of Sections 361 or 364 of the Bankruptcy Code.

11.13 No Rights against Lenders or DIP Lenders. Notwithstanding anything to the contrary contained in this Agreement, (i) no Seller shall have any rights or claims against the Administrative Agent, the DIP Agent or any Lender or DIP Lender, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing, whether at law or equity, in contract, in tort or otherwise and (ii) neither the Administrative Agent, the DIP Agent nor any Lender or DIP Lender shall have any Liability to any Seller for any obligations or liabilities of any Party under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing, whether at law or equity, in contract, in tort or otherwise.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amended Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

BUS COMPANY HOLDINGS US, LLC

By: Jim W. Reitzig
Name: Jim Reitzig
Title: Vice President

NEWCAN COACH COMPANY ULC

By: Jim W. Reitzig
Name: Jim Reitzig
Title: Vice President

SUPPLEMENTAL CLAIMS COMPANY:

SUPPLEMENTAL ASSUMED CLAIMS COMPANY,
LLC

By: Jim W. Reitzig
Name: Jim Reitzig
Title: Vice President

[Signatures Continue on Following Pages]

SELLERS:

COACH USA, INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

COACH USA ADMINISTRATION, INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

CUSARE, INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

3329003 CANADA INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

3376249 CANADA INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

4216849 CANADA INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

BARCLAY AIRPORT SERVICE, INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

CHENANGO VALLEY BUS LINES, INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

DILLON'S BUS SERVICE, INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

DOUGLAS BRAUND INVESTMENTS INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

ELKO, INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

HUDSON TRANSIT CORPORATION

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

HUDSON TRANSIT LINES, INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

MEGABUS CANADA INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

MIDTOWN BUS TERMINAL OF NEW YORK, INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

OLYMPIA TRAILS BUS COMPANY, INC.

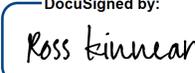
DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

PARAMUS NORTHEAST MGT CO., LLC

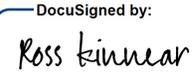
DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

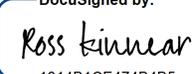
PERFECT BODY, INC.

DocuSigned by:

By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

ROCKLAND COACHES, INC.

DocuSigned by:

By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

ROUTE 17 NORTH REALTY, LLC

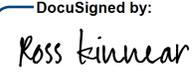
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By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

SAM VAN GALDER, INC.

DocuSigned by:

By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

SHORT LINE TERMINAL AGENCY, INC.

DocuSigned by:

By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

SUBURBAN MANAGEMENT CORP.

DocuSigned by:

By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

SUBURBAN TRAILS, INC.

DocuSigned by:

By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

SUBURBAN TRANSIT CORP.

DocuSigned by:

By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

TRENTWAY-WAGAR INC.

DocuSigned by:

By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

VOYAVATION LLC

DocuSigned by:

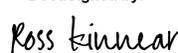
By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

WISCONSIN COACH LINES, INC.

DocuSigned by:

By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

MISTER SPARKLE, INC.

DocuSigned by:

By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

COMMUNITY BUS LINES, INC.

DocuSigned by:

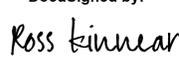
By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

COMMUNITY COACH, INC.

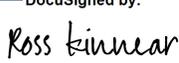
DocuSigned by:

By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

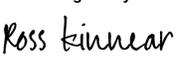
COMMUNITY TOURS, INC.

DocuSigned by:

By: 1314B1CE474B4B5
Name: Ross Kinnear
Title: Chief Financial Officer

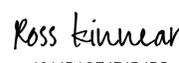
COMMUNITY TRANSIT LINES, INC.

DocuSigned by:

By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

COMMUNITY TRANSPORTATION, INC.

DocuSigned by:

By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

MEGABUS NORTHEAST, LLC

DocuSigned by:

By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

COACH USA MBT, LLC

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

ROCKLAND TRANSIT CORP.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

TRENTWAY-WAGAR (PROPERTIES) INC.

DocuSigned by:
Ross Kinnear
By: 1314B1CE474B4B5...
Name: Ross Kinnear
Title: Chief Financial Officer

SCHEDULE A

SELLERS

Sellers

1. Coach USA, Inc.
2. Coach USA Administration, Inc.
3. CUSARE, Inc.
4. 3329003 Canada Inc.
5. 3376249 Canada Inc.
6. 4216849 Canada Inc.
7. Barclay Airport Service, Inc.
8. Chenango Valley Bus Lines, Inc.
9. Dillon's Bus Service, Inc.
10. Douglas Braund Investments Inc.
11. Elko, Inc.
12. Hudson Transit Corporation
13. Hudson Transit Lines, Inc.
14. [Reserved]
15. Megabus Canada Inc.
16. Midtown Bus Terminal of New York, Inc.
17. Olympia Trails Bus Company, Inc.
18. Paramus Northeast Mgt Co., LLC
19. Perfect Body, Inc.
20. Rockland Coaches, Inc.
21. Route 17 North Realty, LLC
22. Sam Van Galder, Inc.
23. Short Line Terminal Agency, Inc.
24. Suburban Management Corp.
25. Suburban Trails, Inc.
26. Suburban Transit Corp.
27. Trentway-Wagar Inc.
28. Voyavation LLC
29. Wisconsin Coach Lines, Inc.
30. Mister Sparkle, Inc.
31. Community Bus Lines, Inc.
32. Community Coach, Inc.
33. Community Tours, Inc.
34. Community Transit Lines, Inc.
35. Community Transportation, Inc.
36. Megabus Northeast, LLC
37. Coach USA MBT, LLC
38. Rockland Transit Corp.
39. Trentway-Wagar (Properties) Inc.

DISCLOSURE SCHEDULES

delivered pursuant to the

ASSET PURCHASE AGREEMENT

by and among

the Sellers set forth on Schedule A thereto

BUS COMPANY HOLDINGS US, LLC, and

1485832 B.C. UNLIMITED LIABILITY COMPANY

and

Dated as of June 11, 2024

INTRODUCTION

Reference is made to the Asset Purchase Agreement, dated as of June 11, 2024 (the “Agreement”), by and among the entities set forth on Schedule A thereto (collectively, the “Sellers” and individually each a “Seller”), Bus Company Holdings US, LLC, a Delaware limited liability company (“Newco USA”), and 1485832 B.C. Unlimited Liability Company, an unlimited liability company incorporated under the laws of the province of British Columbia, (“Newco Canada,” and together with Newco USA, collectively the “Purchaser”). These disclosure schedules are the Schedules referred to in the Agreement. Capitalized terms used herein and not otherwise defined herein have the respective meanings ascribed to those terms in the Agreement.

The section and subsection references in these Schedules correspond to the section and subsection numbers in the Agreement. Without limiting the terms of these Schedules, any item disclosed in these Schedules referenced by a particular section in the Agreement shall be deemed to have been disclosed with respect to every other section in the Agreement if it is reasonably apparent that such disclosure applies or would apply to such other section.

Unless otherwise specified, documents attached to or delivered with any Section of these Schedules are incorporated in their entirety into that Section of these Schedules. These Schedules and any documents attached to or delivered with these Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute or expand, and shall not be construed as constituting or expanding, any representation or warranty or covenant of Sellers or any other Person, except as and to the extent expressly provided in the Agreement.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Schedules. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature. Disclosure of any fact or item in any Section of these Schedules shall not constitute an admission against Sellers’ interests or an admission of any obligation to a third party or Liability under any applicable Legal Requirement or an acknowledgment that such fact or item is required by the Agreement to be disclosed herein. Without limiting the foregoing, no such reference to or disclosure of a possible breach or violation of any contract, Legal Requirement or Order shall be construed as an admission or indication that a breach or violation exists or has actually occurred. Disclosure of any fact or item in any Section of these Schedules shall not necessarily mean that such item or fact is material to the Business, the Purchased Assets or the Assumed Liabilities, individually or taken as a whole, nor shall such fact or item be deemed to establish a standard of materiality or a basis for interpreting terms such as “material,” “materially,” “materiality,” “Material Adverse Effect” or any similar qualification in the Agreement.

Headings and subheadings (other than references to sections and subsections of the Agreement) in these Schedules are for convenience of reference only and shall not be deemed to expand or limit the scope of the information required to be disclosed in these Schedules, to expand or limit the effect of the disclosures contained in these Schedules or to otherwise affect the interpretation of the Agreement or these Schedules. The descriptions of agreements and documents in these Schedules are summaries only and are qualified in their entirety by the specific terms or such agreements or documents.

SCHEDULE 1.1 (cccccc): SELLER EMPLOYEES

See attached.

Schedule 1.1: Seller Employees - US

#	Core vs. Non-Core	Legal Entity	Hire Date	Previous Termination Date	Rehire Date	Department	Position ID	Department Description	Worker Category Description	Job Title Description	Location Description	Union/Non-Union	Position Status
1	Core	Chenango Valley Bus	02/05/2001	03/20/2020	08/05/2021	000058	SCT900149	CVBL - Ithaca	Full Time	Driver	CVBL Binghamton	Union	Active
2	Core	Chenango Valley Bus	12/28/1996	03/19/2020	07/18/2021	000058	SCT900014	CVBL - Ithaca	Part Time	Driver - Regular Route - U	CVBL Binghamton	Union	Active
3	Core	Chenango Valley Bus	11/11/2010	03/20/2020	09/02/2021	000058	SCT900235	CVBL - Ithaca	Full Time	Driver - Regular Route - U	CVBL Binghamton	Union	Active
4	Core	Chenango Valley Bus	05/22/2011	03/26/2020	09/02/2021	000058	SCT900239	CVBL - Ithaca	Full Time	Driver - Regular Route - U	CVBL Binghamton	Union	Active
5	Core	Chenango Valley Bus	09/05/2017	03/25/2020	07/25/2021	000058	SCT900307	CVBL - Ithaca	Full Time	Driver - Contract - N NE	CVBL Binghamton	Union	Active
6	Core	Chenango Valley Bus	07/21/2012	03/25/2020	09/02/2021	000058	SCT900251	CVBL - Ithaca	Full Time	Driver - Regular Route - U	CVBL Binghamton	Union	Active
7	Core	Chenango Valley Bus	04/14/1997	04/01/2020	06/21/2021	000057	SCT900064	CVBL - Office Clerical	Part Time	HR, Payroll Manager	CVBL Binghamton	Non_union	Active
8	Core	Chenango Valley Bus	05/13/2013	04/01/2020	06/21/2021	461320	SCT900274	CVBL - Office Executive	Full Time	Operations, General Manager	CVBL Binghamton	Non_union	Active
9	Core	Chenango Valley Bus	09/07/2005	03/25/2020	08/29/2021	000058	SCT900195	CVBL - Ithaca	Full Time	Driver - Regular Route - U	CVBL Binghamton	Union	Active
10	Core	Chenango Valley Bus	05/12/2016	03/20/2020	09/10/2021	000058	SCT900294	CVBL - Ithaca	Full Time	Driver - Regular Route - U	CVBL Binghamton	Union	Active
11	Core	Community Bus Line	10/11/2009	03/17/2020	08/24/2020	000110	GU2099856	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
12	Core	Community Bus Line	07/19/2019		10/18/2021	000110	GU2200267	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
13	Core	Community Bus Line	05/30/2018	08/27/2019	11/15/2021	000024	GU2200014	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
14	Core	Community Bus Line	04/18/2005	03/17/2020	09/20/2022	000110	GU2099950	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
15	Core	Community Bus Line	05/13/2024			000180	GU2200529	Community Bus - TRG/School	Part Time	Driver - Trainee - N	Community - Local 759 - 77 unid	Union	Active
16	Core	Community Bus Line	01/12/2017	01/24/2017	10/18/2021	000024	GU2199975	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
17	Core	Community Bus Line	08/26/2023			000035	GU2200441	Community Bus - OPS SPV	Part Time	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
18	Core	Community Bus Line	07/20/2017		01/02/2024	000110	GU2200510	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
19	Core	Community Bus Line	10/18/2021		07/10/2023	000035	GU2200421	Community Bus - OPS SPV	Full Time	Safety, Admin Training Contributor	Community - Non Union	Non_union	Active
20	Core	Community Bus Line	07/30/2018	03/15/2021	08/24/2020	000024	GU2200038	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
21	Core	Community Bus Line	01/09/1984	03/23/2020	04/20/2020	000110	GU2006100	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
22	Core	Community Bus Line	02/21/2011			000035	GU2100476	Community Bus - OPS SPV	Full Time	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
23	Core	Community Bus Line	08/22/2022			000161	GU2200345	Brooklyn Navy Yard PT	Part Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
24	Core	Community Bus Line	09/05/2023			000405	GU2200447	Community Bus - Maint/ADM/SPV	Full Time	Maintenance Inventory Parts Spe	Community - Non Union	Non_union	Active
25	Core	Community Bus Line	10/10/2005			000035	GU2100356	Community Bus - OPS SPV	Full Time	Safety, Risk Manager	Community - Non Union	Non_union	Active
26	Core	Community Bus Line	01/12/2021	07/14/2021	07/26/2021	000160	GU2200226	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
27	Core	Community Bus Line	05/28/2024			000160	GU2200531	Brooklyn Navy Yard	Full Time	Driver - Trainee - N	Community - Local 759 - P&B	Union	Active
28	Core	Community Bus Line	04/04/2019	10/10/2022	03/07/2023	000024	GU2200104	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
29	Core	Community Bus Line	06/14/2021			000110	GU2200317	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
30	Core	Community Bus Line	09/25/2023			000024	GU2200456	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
31	Core	Community Bus Line	01/28/2014	06/12/2023	01/22/2024	000160	GU2100721	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
32	Core	Community Bus Line	12/03/2021			000035	GU2200276	Community Bus - OPS SPV	Full Time	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
33	Core	Community Bus Line	07/05/2022			000160	GU2200331	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Leave
34	Core	Community Bus Line	07/06/2022			000035	GU2200330	Community Bus - OPS SPV	Full Time	Safety, Admin Training Contributor	Community - Non Union	Non_union	Active
35	Core	Community Bus Line	06/11/2018			000161	GU2200019	Brooklyn Navy Yard PT	Part Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
36	Core	Community Bus Line	12/08/1998			000024	GU2002607	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
37	Core	Community Bus Line	09/09/1997	03/16/2020	08/21/2020	000110	GU2002362	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
38	Core	Community Bus Line	01/17/2023		04/25/2023	000160	GU2200398	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
39	Core	Community Bus Line	03/14/2022			000024	GU2200303	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
40	Core	Community Bus Line	01/09/2021			000160	GU2200222	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
41	Core	Community Bus Line	11/27/2023			000160	GU2200499	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
42	Core	Community Bus Line	03/28/2022			000110	GU2200305	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
43	Core	Community Bus Line	01/08/2024	01/08/2024	05/22/2024	000160	GU2200511	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
44	Core	Community Bus Line	09/16/2021			000110	GU2200255	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
45	Core	Community Bus Line	03/27/1998	01/01/2024	03/06/2024	000024	GU2002526	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
46	Core	Community Bus Line	02/15/1994			000200	GU2099885	Community Bus - Accounting	Full Time	Operations, Clerk Associate	Community - Non Union	Non_union	Active
47	Core	Community Bus Line	09/13/2011		09/19/2022	000110	GU2200354	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
48	Core	Community Bus Line	04/22/2024			000160	GU2200530	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
49	Core	Community Bus Line	10/20/2013			000035	GU2100310	Community Bus - OPS SPV	Full Time	Operations, Site Supervisor	Community - Non Union	Non_union	Active
50	Core	Community Bus Line	06/06/2022	02/21/2024	02/27/2024	000024	GU2200322	Community Bus - PT Transit	Seasonal	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
51	Core	Community Bus Line	09/23/2013			000035	GU2100706	Community Bus - OPS SPV	Full Time	Operations, Site Manager	Community - Non Union	Non_union	Active
52	Core	Community Bus Line	12/20/2021			000024	GU2200280	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
53	Core	Community Bus Line	07/24/2023		09/25/2023	000110	GU2200469	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
54	Core	Community Bus Line	08/21/2023			000110	GU2200432	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
55	Core	Community Bus Line	03/05/2013	02/22/2017	05/20/2024	000180	GU2100718	Community Bus - TRG/School	Full Time	Driver - Trainee - N	Community - Local 759 - 77 unid	Union	Active
56	Core	Community Bus Line	10/04/2010		06/06/2021	000405	GU2200240	Community Bus - Maint/ADM/SPV	Full Time	Maintenance Supervisor	Community - Non Union	Non_union	Active
57	Core	Community Bus Line	10/19/2009			000405	GU2200230	Community Bus - Maint/ADM/SPV	Full Time	Maintenance Supervisor	Community - Non Union	Non_union	Active
58	Core	Community Bus Line	01/30/2008	08/20/2023	10/30/2023	000024	GU2100114	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
59	Core	Community Bus Line	09/07/2023			000035	GU2200449	Community Bus - OPS SPV	Part Time	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
60	Core	Community Bus Line	09/14/2015		07/27/2018	000024	GU2200036	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active
61	Core	Community Bus Line	10/24/2011		07/01/2018	000024	GU2200028	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unid	Union	Active

#	Core vs. Non-Core	Legal Entity	Hire Date	Previous Termination Date	Rehire Date	Department	Position ID	Department Description	Worker Category Description	Job Title Description	Location Description	Union/Non-Union	Position Status
62	Core	Community Bus Line	03/02/2020		12/20/2021	000200	GU2200281	Community Bus - Accounting	Full Time	Administrative Support Associate	Community - Non Union	Non_union	Active
63	Core	Community Bus Line	02/20/2023			000035	GU2200380	Community Bus - OPS SPV	Full Time	Safety, Admin Training Contributor	Community - Non Union	Non_union	Active
64	Core	Community Bus Line	12/18/2023			000408	GU2200504	Community Bus - Log Auditor	Full Time	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
65	Core	Community Bus Line	12/05/2022			000024	GU2200406	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unio	Union	Active
66	Core	Community Bus Line	01/09/2021			000035	GU2200224	Community Bus - OPS SPV	Full Time	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
67	Core	Community Bus Line	10/21/2019	09/26/2022	03/06/2023	000024	GU2200172	Community Bus - PT Transit	Part Time	Driver - Charter - U	Community - Local 759 - 77 unio	Union	Active
68	Core	Community Bus Line	02/20/2023			000160	GU2200383	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
69	Core	Community Bus Line	01/21/2013	11/03/2021	05/13/2024	000180	GU2100661	Community Bus - TRG/School	Part Time	Driver - Trainee - N	Community - Local 759 - 77 unio	Union	Active
70	Core	Community Bus Line	07/11/2017			000035	GU2199993	Community Bus - OPS SPV	Full Time	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
71	Core	Community Bus Line	06/13/2022			000160	GU2200326	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
72	Core	Community Bus Line	01/16/2021			000160	GU2200228	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
73	Core	Community Bus Line	04/08/2019			000035	GU2200107	Community Bus - OPS SPV	Full Time	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
74	Core	Community Bus Line	06/05/2023			000160	GU2200413	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
75	Core	Community Bus Line	02/17/2020	01/02/2021	07/26/2021	000035	GU2200185	Community Bus - OPS SPV	Full Time	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
76	Core	Community Bus Line	10/23/2023			000110	GU2200479	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unio	Union	Active
77	Core	Community Bus Line	01/09/2021			000160	GU2200221	Brooklyn Navy Yard	Full Time	Driver - Regular Route - U	Community - Local 759 - P&B	Union	Active
78	Core	Community Bus Line	09/06/2022			000405	GU2200350	Community Bus - Maint/ADM/SPV	Full Time	Maintenance Mechanics Tech Ass	Community - Non Union	Non_union	Active
79	Core	Community Bus Line	06/25/2018			000035	GU2200025	Community Bus - OPS SPV	Full Time	Safety, Assistant	Community - Non Union	Non_union	Active
80	Core	Community Bus Line	09/05/2023			000035	GU2200448	Community Bus - OPS SPV	Full Time	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
81	Core	Community Bus Line	07/10/2023			000035	GU2200418	Community Bus - OPS SPV	Seasonal	Operations, Dispatch Dispatcher	Community - Non Union	Non_union	Active
82	Core	Community Bus Line	04/15/2005			000405	GU2200218	Community Bus - Maint/ADM/SPV	Full Time	Maintenance, Manager	Community - Non Union	Non_union	Active
83	Core	Community Bus Line	09/15/1999	03/26/2020	04/22/2020	000110	GU2099242	Community Bus - FT Tran DRS	Full Time	Driver - Charter - U	Community - Local 759 - 77 unio	Union	Active
84	Core	Community Bus Line	07/13/1998			000407	GU2099875	Community Bus - Trans Mech	Full Time	Maintenance Mechanics Helper A	Community - Teamsters 35	Union	Active
85	Core	Community Bus Line	08/01/2022			000070	GU2200336	Community Bus - Mechanics	Full Time	Maintenance Mechanics Mech C	Community - Teamsters 35	Union	Active
86	Core	Community Bus Line	05/03/2010	04/05/2020	04/20/2020	000070	GU2100495	Community Bus - Mechanics	Full Time	Maintenance Mechanics Mech B	Community - Teamsters 35	Union	Active
87	Core	Community Bus Line	03/15/2020	04/03/2020	06/22/2020	000500	GU2200191	Community Bus - Cleaners	Full Time	Maintenance Support Wash/Clea	Community - Teamsters 35	Union	Active
88	Core	Community Bus Line	07/20/2021			000070	GU2200249	Community Bus - Mechanics	Full Time	Maintenance Mechanics Mech C	Community - Teamsters 35	Union	Active
89	Core	Community Bus Line	12/05/2022			000070	GU2200366	Community Bus - Mechanics	Full Time	Maintenance Mechanics Mech C	Community - Teamsters 35	Union	Active
90	Core	Community Bus Line	03/06/2023			000070	GU2200385	Community Bus - Mechanics	Full Time	Maintenance Mechanics Mech C	Community - Teamsters 35	Union	Active
91	Core	Community Bus Line	09/25/2017			000500	GU2200004	Community Bus - Cleaners	Full Time	Maintenance Support Wash/Clea	Community - Teamsters 35	Union	Active
92	Core	Community Bus Line	06/12/2007			000070	GU2100137	Community Bus - Mechanics	Full Time	Maintenance Mechanics Mech A	Community - Teamsters 35	Union	Active
93	Core	Community Bus Line	10/03/2022			000070	GU2200355	Community Bus - Mechanics	Full Time	Maintenance Mechanics Mech B	Community - Teamsters 35	Union	Active
94	Core	Community Bus Line	07/06/1981			000070	GU2099873	Community Bus - Mechanics	Full Time	Maintenance Mechanics Mech A	Community - Teamsters 35	Union	Active
95	Core	Community Bus Line	10/25/2023			000070	GU2200477	Community Bus - Mechanics	Full Time	Maintenance Mechanics Mech C	Community - Teamsters 35	Union	Active
96	Core	Community Bus Line	09/26/2019	06/16/2020	11/29/2021	000070	GU2200146	Community Bus - Mechanics	Part Time	Maintenance Mechanics Mech C	Community - Teamsters 35	Union	Active
97	Core	Community Bus Line	10/09/2017		11/20/2023	000407	GU2200497	Community Bus - Trans Mech	Full Time	Maintenance Mechanics Mechan	Community - Teamsters 35	Union	Active
98	Core	Dillon's Bus Service	03/01/2022			000730	A9T591178	Towson - Customer service	Part Time	Administrative Support Associate	Dillons Hanover Terminal	Non_union	Active
99	Core	Dillon's Bus Service	10/05/2021			000730	A9T591141	Towson - Customer service	Full Time	Administrative Support Associate	Dillons Hanover Terminal	Non_union	Active
100	Core	Dillon's Bus Service	04/16/2018		04/03/2023	000420	A9T591318	Coach USA - Office/Gen	Full Time	Administrative Support Associate	Dillons Hanover Terminal	Non_union	Active
101	Core	Dillon's Bus Service	01/06/2010	04/06/2020	07/27/2020	000016	A9T590385	Coach USA - Wash/Fuel	Full Time	Maintenance Support Wash/Clea	Dillons Hanover Terminal	Union	Active
102	Core	Dillon's Bus Service	05/20/2024			000720	A9T591421	Towson - Drivers	Full Time	Driver - Trainee - N	Dillons Hanover Terminal	Union	Active
103	Core	Dillon's Bus Service	09/25/2023			000080	A9T591371	Coach USA - Dispatch	Full Time	Operations, Dispatch Dispatcher	Dillons Hanover Terminal	Non_union	Active
104	Core	Dillon's Bus Service	02/12/2024			000720	A9T591399	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
105	Core	Dillon's Bus Service	03/25/2024			000720	A9T591408	Towson - Drivers	Full Time	Driver - Trainee - N	Dillons Hanover Terminal	Union	Active
106	Core	Dillon's Bus Service	09/09/2016	03/18/2020	07/13/2020	000720	A9T590927	Towson - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
107	Core	Dillon's Bus Service	01/08/2018	03/18/2020	04/10/2020	000020	A9T591009	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
108	Core	Dillon's Bus Service	01/03/2023			000020	A9T591270	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
109	Core	Dillon's Bus Service	06/30/2022			000040	A9T591233	Coach USA - Maintenance	Full Time	Maintenance Inventory Parts Ass	Dillons Hanover Terminal	Union	Active
110	Core	Dillon's Bus Service	10/17/2009	10/31/2020	01/22/2021	000020	A9T590435	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Leave
111	Core	Dillon's Bus Service	02/20/2023			000020	A9T591307	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
112	Core	Dillon's Bus Service	05/08/2006	10/31/2020	01/21/2021	000020	A9T590993	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
113	Core	Dillon's Bus Service	04/23/2024			000716	A9T591414	Towson - Wash/Fuel	Full Time	Maintenance Support Wash/Clea	Dillons Hanover Terminal	Union	Active
114	Core	Dillon's Bus Service	01/04/2016			000020	A9T590880	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
115	Core	Dillon's Bus Service	07/13/2016	08/26/2019	10/10/2019	000020	A9T590915	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
116	Core	Dillon's Bus Service	05/08/2023			000020	A9T591327	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
117	Core	Dillon's Bus Service	01/22/2007			000020	A9T590058	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
118	Core	Dillon's Bus Service	03/21/2022			000020	A9T591189	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
119	Core	Dillon's Bus Service	08/31/2021			000040	A9T591128	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mech C	Dillons Hanover Terminal	Union	Active
120	Core	Dillon's Bus Service	08/27/2007			000020	A9T590299	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
121	Core	Dillon's Bus Service	04/29/2024			000016	A9T591417	Coach USA - Wash/Fuel	Full Time	Maintenance Support Wash/Clea	Dillons Hanover Terminal	Union	Active
122	Core	Dillon's Bus Service	05/01/2017		03/04/2024	000020	A9T591404	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
123	Core	Dillon's Bus Service	11/27/2023			000440	A9T591385	Coach USA - Finance	Full Time	Finance Acctg Accountant Associ	Dillons Hanover Terminal	Non_union	Active
124	Core	Dillon's Bus Service	04/08/2015	03/30/2020	06/04/2020	000020	A9T590611	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active

#	Core vs. Non-Core	Legal Entity	Hire Date	Previous Termination Date	Rehire Date	Department	Position ID	Department Description	Worker Category Description	Job Title Description	Location Description	Union/Non-Union	Position Status
125	Core	Dillon's Bus Service	06/27/2022		02/21/2023	000020	A9T591308	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
126	Core	Dillon's Bus Service	11/28/2022			000040	A9T591253	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mech A	Dillons Hanover Terminal	Union	Active
127	Core	Dillon's Bus Service	03/24/2014	03/18/2020	04/10/2020	000020	A9T590743	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
128	Core	Dillon's Bus Service	06/24/2013			000040	A9T590721	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mech A	Dillons Hanover Terminal	Union	Active
129	Core	Dillon's Bus Service	09/03/2012			000729	A9T590633	Towson - Operations	Full Time	Operations, Site Manager	Dillons Hanover Terminal	Non_union	Active
130	Core	Dillon's Bus Service	06/13/2005			000020	A9T590242	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
131	Core	Dillon's Bus Service	05/18/2015	09/02/2020	09/21/2020	000020	A9T590843	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
132	Core	Dillon's Bus Service	11/28/2022			000020	A9T591254	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
133	Core	Dillon's Bus Service	09/04/2012	03/18/2020	07/13/2020	000020	A9T590638	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
134	Core	Dillon's Bus Service	07/30/2015		01/23/2023	000040	A9T591278	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mech A	Dillons Hanover Terminal	Union	Active
135	Core	Dillon's Bus Service	02/07/2023			000040	A9T591304	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mech C	Dillons Hanover Terminal	Union	Active
136	Core	Dillon's Bus Service	03/06/2006			000020	A9T590081	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
137	Core	Dillon's Bus Service	08/26/2017	10/31/2020	01/19/2021	000020	A9T590982	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
138	Core	Dillon's Bus Service	05/14/2012			000029	A9T590607	Coach USA - Operations	Full Time	Operations, Site Manager	Dillons Hanover Terminal	Non_union	Active
139	Core	Dillon's Bus Service	04/01/2024			000020	A9T591409	Coach USA - Drivers	Full Time	Driver - Trainee - N	Dillons Hanover Terminal	Union	Active
140	Core	Dillon's Bus Service	03/20/1997	10/31/2020	01/08/2021	000550	A9T590014	Coach USA - Safety	Full Time	Safety, Admin Site Supv	Dillons Hanover Terminal	Non_union	Active
141	Core	Dillon's Bus Service	04/21/2014		10/18/2022	000040	A9T591245	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mech A	Dillons Hanover Terminal	Union	Active
142	Core	Dillon's Bus Service	09/21/2004			000020	A9T590030	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
143	Core	Dillon's Bus Service	03/21/2022			000020	A9T591191	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
144	Core	Dillon's Bus Service	04/15/2006			000064	A9T590160	Coach USA - Sale/Mktg	Full Time	BD, Charter Sales Manager	Dillons Hanover Terminal	Non_union	Active
145	Core	Dillon's Bus Service	03/28/2022			000020	A9T591197	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
146	Core	Dillon's Bus Service	02/15/2016	10/31/2020	01/10/2021	000020	A9T590891	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
147	Core	Dillon's Bus Service	01/31/2022			000120	A9T591173	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Leave
148	Core	Dillon's Bus Service	09/16/2004			000020	A9T590041	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
149	Core	Dillon's Bus Service	09/02/2008			000020	A9T590373	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
150	Core	Dillon's Bus Service	10/02/2009			000040	A9T590410	Coach USA - Maintenance	Full Time	Maintenance Support Clerk Assoc	Dillons Hanover Terminal	Union	Active
151	Core	Dillon's Bus Service	03/30/1994			000020	A9T590092	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
152	Core	Dillon's Bus Service	08/08/2022			000020	A9T591287	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
153	Core	Dillon's Bus Service	08/29/2014			000016	A9T590797	Coach USA - Wash/Fuel	Full Time	Maintenance Support Wash/Clea	Dillons Hanover Terminal	Union	Active
154	Core	Dillon's Bus Service	12/05/2022			000020	A9T591257	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
155	Core	Dillon's Bus Service	05/16/2022			000720	A9T591222	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
156	Core	Dillon's Bus Service	07/17/2023			000020	A9T591353	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
157	Core	Dillon's Bus Service	01/29/2024			000020	A9T591396	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
158	Core	Dillon's Bus Service	06/09/2014			000020	A9T590767	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
159	Core	Dillon's Bus Service	12/11/2023			000720	A9T591390	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
160	Core	Dillon's Bus Service	05/06/2024			000720	A9T591419	Towson - Drivers	Full Time	Driver - Trainee - N	Dillons Hanover Terminal	Union	Active
161	Core	Dillon's Bus Service	09/06/2008	03/18/2020	07/15/2021	000020	A9T590374	Coach USA - Drivers	Part Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
162	Core	Dillon's Bus Service	07/23/2001			000020	A9T590191	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
163	Core	Dillon's Bus Service	07/25/2005		07/05/2022	000730	A9T591238	Towson - Customer service	Part Time	Administrative Support Associate	Dillons Hanover Terminal	Non_union	Active
164	Core	Dillon's Bus Service	09/12/2022			000440	A9T591290	Coach USA - Finance	Full Time	Finance Acctg A/P Associate	Dillons Hanover Terminal	Non_union	Active
165	Core	Dillon's Bus Service	08/28/2023			000720	A9T591364	Towson - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
166	Core	Dillon's Bus Service	02/27/2023	08/08/2023	11/08/2023	000020	A9T591311	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
167	Core	Dillon's Bus Service	02/27/2023			000020	A9T591309	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
168	Core	Dillon's Bus Service	05/08/2017	04/06/2020	07/27/2020	000040	A9T590963	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mech B	Dillons Hanover Terminal	Union	Active
169	Core	Dillon's Bus Service	10/31/2023			000016	A9T591381	Coach USA - Wash/Fuel	Full Time	Maintenance Support Wash/Clea	Dillons Hanover Terminal	Union	Active
170	Core	Dillon's Bus Service	02/15/2013			000040	A9T590674	Coach USA - Maintenance	Full Time	Maintenance Inventory Parts Spe	Dillons Hanover Terminal	Non_union	Active
171	Core	Dillon's Bus Service	02/14/2022			000720	A9T591174	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
172	Core	Dillon's Bus Service	06/16/2008			000020	A9T590352	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
173	Core	Dillon's Bus Service	07/11/2022			000020	A9T591240	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
174	Core	Dillon's Bus Service	06/26/2023			000120	A9T591349	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
175	Core	Dillon's Bus Service	04/17/2023			000020	A9T591323	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
176	Core	Dillon's Bus Service	09/08/2010		02/27/2023	000020	A9T591310	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
177	Core	Dillon's Bus Service	08/02/2010	03/18/2020	08/13/2021	000020	A9T590523	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
178	Core	Dillon's Bus Service	07/07/2014	10/31/2020	03/04/2021	000020	A9T590781	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
179	Core	Dillon's Bus Service	04/12/2001			000020	A9T590000	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
180	Core	Dillon's Bus Service	07/24/2023			000020	A9T591356	Coach USA - Drivers	Full Time	Driver - Trainee - N	Dillons Hanover Terminal	Union	Active
181	Core	Dillon's Bus Service	04/22/2024			000720	A9T591413	Towson - Drivers	Full Time	Driver - Trainee - N	Dillons Hanover Terminal	Union	Active
182	Core	Dillon's Bus Service	11/28/2022			000080	A9T591252	Coach USA - Dispatch	Full Time	Operations, Dispatch Dispatcher	Dillons Hanover Terminal	Non_union	Active
183	Core	Dillon's Bus Service	04/18/2015			000016	A9T590836	Coach USA - Wash/Fuel	Full Time	Maintenance Support Wash/Clea	Dillons Hanover Terminal	Union	Active
184	Core	Dillon's Bus Service	11/14/2022			000080	A9T591249	Coach USA - Dispatch	Full Time	Operations, Dispatch Dispatcher	Dillons Hanover Terminal	Non_union	Active
185	Core	Dillon's Bus Service	03/04/2013	12/29/2017	12/30/2017	000020	A9T590686	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
186	Core	Dillon's Bus Service	04/18/2022			000720	A9T591206	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
187	Core	Dillon's Bus Service	01/30/2017	03/30/2020	07/15/2020	000020	A9T590940	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active

#	Core vs. Non-Core	Legal Entity	Hire Date	Previous Termination Date	Rehire Date	Department	Position ID	Department Description	Worker Category Description	Job Title Description	Location Description	Union/Non-Union	Position Status
188	Core	Dillon's Bus Service	01/07/2019	10/31/2020	12/18/2020	000T20	A9T591060	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
189	Core	Dillon's Bus Service	10/16/2023			000T20	A9T591378	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
190	Core	Dillon's Bus Service	03/18/2024			000020	A9T591407	Coach USA - Drivers	Full Time	Driver - Trainee - N	Dillons Hanover Terminal	Union	Active
191	Core	Dillon's Bus Service	08/29/2014			000040	A9T590800	Coach USA - Maintenance	Full Time	Maintenance Support Clerk Assoc	Dillons Hanover Terminal	Union	Active
192	Core	Dillon's Bus Service	04/01/2024			000T20	A9T591410	Towson - Drivers	Full Time	Driver - Trainee - N	Dillons Hanover Terminal	Union	Active
193	Core	Dillon's Bus Service	09/13/2023			000040	A9T591368	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mech C	Dillons Hanover Terminal	Union	Active
194	Core	Dillon's Bus Service	03/10/2003	03/18/2020	01/08/2021	000550	A9T590087	Coach USA - Safety	Full Time	Safety, Admin Training Contribut	Dillons Hanover Terminal	Union	Active
195	Core	Dillon's Bus Service	06/24/2013			000440	A9T590720	Coach USA - Finance	Full Time	Finance Acctg Controller Manage	Dillons Hanover Terminal	Non_union	Active
196	Core	Dillon's Bus Service	11/06/2017	10/31/2020	12/18/2020	000020	A9T590997	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
197	Core	Dillon's Bus Service	04/17/2023	05/10/2023	11/06/2023	000020	A9T591324	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
198	Core	Dillon's Bus Service	03/04/2024	04/17/2024	05/01/2024	000T20	A9T591406	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
199	Core	Dillon's Bus Service	08/11/2008		10/30/2023	000020	A9T591379	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
200	Core	Dillon's Bus Service	02/18/2013	01/09/2019	02/28/2022	000020	A9T590675	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
201	Core	Dillon's Bus Service	08/05/2003			000020	A9T590155	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
202	Core	Dillon's Bus Service	06/20/2022			000020	A9T591231	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
203	Core	Dillon's Bus Service	11/06/2017	03/18/2020	02/11/2021	000020	A9T591000	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
204	Core	Dillon's Bus Service	03/28/2015		09/26/2022	000020	A9T591294	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
205	Core	Dillon's Bus Service	01/04/2016			000020	A9T590881	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
206	Core	Dillon's Bus Service	08/14/2023			000020	A9T591359	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
207	Core	Dillon's Bus Service	08/19/2002	10/31/2020	06/22/2021	000020	A9T590009	Coach USA - Drivers	Part Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
208	Core	Dillon's Bus Service	06/18/2015			000020	A9T590851	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
209	Core	Dillon's Bus Service	04/29/2024			000020	A9T591416	Coach USA - Drivers	Full Time	Driver - Trainee - N	Dillons Hanover Terminal	Union	Active
210	Core	Dillon's Bus Service	06/26/2023			000020	A9T591347	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
211	Core	Dillon's Bus Service	03/04/2024			000020	A9T591405	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
212	Core	Dillon's Bus Service	07/21/2014		03/14/2022	000020	A9T591184	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
213	Core	Dillon's Bus Service	10/01/2012			000020	A9T590647	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
214	Core	Dillon's Bus Service	03/14/2022			000T20	A9T591185	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
215	Core	Dillon's Bus Service	03/01/2022			000T30	A9T591179	Towson - Customer service	Part Time	Administrative Support Associate	Dillons Hanover Terminal	Non_union	Active
216	Core	Dillon's Bus Service	07/30/2012			000020	A9T590628	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
217	Core	Dillon's Bus Service	08/29/1994		12/25/2023	000550	A9T951316	Coach USA - Safety	Full Time	Safety, Director	Dillons Hanover Terminal	Non_union	Active
218	Core	Dillon's Bus Service	09/22/2015			000020	A9T590870	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
219	Core	Dillon's Bus Service	09/22/2008			000020	A9T590380	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
220	Core	Dillon's Bus Service	05/30/2023	06/05/2023	09/01/2023	000T20	A9T591336	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
221	Core	Dillon's Bus Service	07/15/2019	10/31/2020	11/23/2020	000020	A9T591090	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
222	Core	Dillon's Bus Service	05/09/2022			000020	A9T591217	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
223	Core	Dillon's Bus Service	02/04/2008		08/15/2022	000020	A9T591281	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
224	Core	Dillon's Bus Service	03/27/2023			000020	A9T591317	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
225	Core	Dillon's Bus Service	02/03/2005			000020	A9T590127	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
226	Core	Dillon's Bus Service	09/09/2014	10/31/2020	02/09/2021	000016	A9T590808	Coach USA - Wash/Fuel	Full Time	Maintenance Support Wash/Clea	Dillons Hanover Terminal	Union	Active
227	Core	Dillon's Bus Service	02/13/2012			000020	A9T590584	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
228	Core	Dillon's Bus Service	07/18/2022			000020	A9T591244	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
229	Core	Dillon's Bus Service	12/04/2023			000020	A9T591387	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
230	Core	Dillon's Bus Service	10/25/2021			000040	A9T591148	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mechan	Dillons Hanover Terminal	Union	Active
231	Core	Dillon's Bus Service	07/31/2023		10/09/2023	000020	A9T591374	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
232	Core	Dillon's Bus Service	05/09/2022	05/31/2022	10/24/2022	000020	A9T591216	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
233	Core	Dillon's Bus Service	04/24/2017		09/20/2023	000020	A9T591370	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
234	Core	Dillon's Bus Service	08/23/2021			000T80	A9T591125	Towson - Dispatch	Full Time	Operations, Dispatch Dispatcher	Dillons Hanover Terminal	Non_union	Active
235	Core	Dillon's Bus Service	03/27/2017			000020	A9T590945	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
236	Core	Dillon's Bus Service	01/03/2023			000020	A9T591269	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
237	Core	Dillon's Bus Service	09/04/2018	10/31/2020	11/14/2020	000020	A9T590884	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
238	Core	Dillon's Bus Service	11/09/2015	10/31/2020	04/07/2021	000020	A9T590876	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
239	Core	Dillon's Bus Service	05/14/2018	10/31/2020	08/28/2021	000020	A9T591042	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
240	Core	Dillon's Bus Service	08/11/2014			000040	A9T590796	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mechan	Dillons Hanover Terminal	Union	Active
241	Core	Dillon's Bus Service	02/06/2023			000020	A9T591302	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
242	Core	Dillon's Bus Service	01/29/2024			000T20	A9T591398	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
243	Core	Dillon's Bus Service	05/06/2024			000T20	A9T591418	Towson - Drivers	Full Time	Driver - Trainee - N	Dillons Hanover Terminal	Union	Active
244	Core	Dillon's Bus Service	10/21/2022			000T30	A9T591247	Towson - Customer service	Part Time	Administrative Support Associate	Dillons Hanover Terminal	Non_union	Active
245	Core	Dillon's Bus Service	08/07/2023			000T20	A9T591357	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
246	Core	Dillon's Bus Service	03/13/2023			000020	A9T591312	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
247	Core	Dillon's Bus Service	03/14/2011			000040	A9T590536	Coach USA - Maintenance	Full Time	Maintenance, Manager	Dillons Hanover Terminal	Non_union	Active
248	Core	Dillon's Bus Service	12/12/2022			000020	A9T591260	Coach USA - Drivers	Part Time	Driver	Dillons Hanover Terminal	Union	Active
249	Core	Dillon's Bus Service	09/12/2019	10/31/2020	01/08/2021	000020	A9T591101	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
250	Core	Dillon's Bus Service	04/28/2014			000020	A9T590749	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active

#	Core vs. Non-Core	Legal Entity	Hire Date	Previous Termination Date	Rehire Date	Department	Position ID	Department Description	Worker Category Description	Job Title Description	Location Description	Union/Non-Union	Position Status
251	Core	Dillon's Bus Service	09/15/2021			000T30	A9T591134	Towson - Customer service	Full Time	Administrative Support Associate	Dillons Hanover Terminal	Non_union	Active
252	Core	Dillon's Bus Service	09/22/2016			000040	A9T590928	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mechan	Dillons Hanover Terminal	Union	Active
253	Core	Dillon's Bus Service	03/05/2018			000080	A9T591021	Coach USA - Dispatch	Full Time	Operations, Dispatch Dispatcher	Dillons Hanover Terminal	Non_union	Active
254	Core	Dillon's Bus Service	01/14/2019	10/31/2020	11/14/2020	000020	A9T591063	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
255	Core	Dillon's Bus Service	01/31/2022			000020	A9T591171	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
256	Core	Dillon's Bus Service	03/14/2022			000T80	A9T591186	Towson - Dispatch	Full Time	Operations, Dispatch Dispatcher	Dillons Hanover Terminal	Non_union	Active
257	Core	Dillon's Bus Service	06/28/2021		07/10/2023	000020	A9T591352	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
258	Core	Dillon's Bus Service	10/22/2018		02/20/2023	000020	A9T591306	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
259	Core	Dillon's Bus Service	12/19/2022			000020	A9T591264	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
260	Core	Dillon's Bus Service	08/11/2008			000020	A9T590370	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
261	Core	Dillon's Bus Service	07/15/2019	04/06/2020	07/20/2020	000040	A9T591088	Coach USA - Maintenance	Part Time	Maintenance Mechanics Mech A	Dillons Hanover Terminal	Union	Active
262	Core	Dillon's Bus Service	08/01/2022			000020	A9T591277	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
263	Core	Dillon's Bus Service	08/28/2023			000T20	A9T591363	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
264	Core	Dillon's Bus Service	05/21/2018		03/22/2022	000020	A9T591199	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
265	Core	Dillon's Bus Service	11/04/2005			000020	A9T590120	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
266	Core	Dillon's Bus Service	07/21/2014	10/31/2020	09/30/2021	000020	A9T590788	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
267	Core	Dillon's Bus Service	08/01/2022			000020	A9T591280	Coach USA - Drivers	Full Time	Driver - Contract - N	Dillons Hanover Terminal	Union	Active
268	Core	Dillon's Bus Service	08/30/2011		03/02/2022	000020	A9T591180	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
269	Core	Dillon's Bus Service	10/09/2023			000T20	A9T591376	Towson - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
270	Core	Dillon's Bus Service	05/14/2018	10/31/2020	11/14/2020	000020	A9T591041	Coach USA - Drivers	Full Time	Driver	Dillons Hanover Terminal	Union	Active
271	Core	Elko	06/07/2023			000020	A9R927045	Coach USA - Drivers	Full Time	Driver - Contract - N	Elko	Non_union	Active
272	Core	Elko	11/13/2017			000020	A9R926237	Coach USA - Drivers	Full Time	Driver - Contract - N	Elko Winnemucca	Non_union	Active
273	Core	Elko	01/04/2011			000020	A9R925763	Coach USA - Drivers	Full Time	Driver - Contract - N	Elko Winnemucca	Non_union	Active
274	Core	Elko	06/16/2008			000020	A9R925615	Coach USA - Drivers	Full Time	Driver - Contract - N	Elko Winnemucca	Non_union	Active
275	Core	Elko	06/26/2023			000040	A9R927120	Coach USA - Maintenance	Full Time	Maintenance, Manager	Elko	Non_union	Active
276	Core	Elko	12/01/2014			000080	A9R926144	Coach USA - Dispatch	Full Time	Operations, Dispatch Dispatcher	Elko Winnemucca	Non_union	Active
277	Core	Elko	01/03/2024			000020	A9R927112	Coach USA - Drivers	Full Time	Driver - Contract - N	Elko	Non_union	Active
278	Core	Elko	10/12/2022			000020	A9R926966	Coach USA - Drivers	Full Time	Driver - Regular Route - U	Elko	Union	Active
279	Core	Elko	12/06/2023			000020	A9R927106	Coach USA - Drivers	Full Time	Driver - Contract - N	Elko	Union	Active
280	Core	Elko	05/21/2019	09/09/2019	12/03/2019	000020	A9R926531	Coach USA - Drivers	Full Time	Driver - Contract - N	Elko	Union	Active
281	Core	Elko	01/18/2017			000020	A9R926343	Coach USA - Drivers	Full Time	Driver - Contract - N	Elko	Union	Active
282	Core	Elko	11/08/2011			000020	A9R925864	Coach USA - Drivers	Full Time	Driver - Contract - N	Elko	Union	Leave
283	Core	Elko	04/07/2023			000040	A9R927026	Coach USA - Maintenance	Full Time	Maintenance Mechanics Mech C	Elko	Non_union	Active

Schedule 1.1: Seller Employees - Canada (as of 5/30/24)

#	Core vs. Non-Core	Legal Entity	Position ID	Job Title Description	Worker Category Description	Location Description	Union Code	Hire Date	Position Status
1	Core	Trentway-Wagar (Properties) Inc.	8GWM000006508	Operations, Site Manager	Regular Full-Time	Peterborough		21/07/1981	Active
2	Core	Trentway-Wagar (Properties) Inc.	8GWM000006502	Vice-President, Human Resources	Regular Full-Time	Peterborough		31/01/1985	Active
3	Core	Trentway-Wagar (Properties) Inc.	8GWN000000478	Coach Driver	Regular Full-Time	Toronto	ATU	03/02/1987	Active
4	Core	Trentway-Wagar (Properties) Inc.	8GWN000001500	Coach Driver	Regular Full-Time	Kingston	ATU	05/03/1987	Active
5	Core	Trentway-Wagar (Properties) Inc.	8GWN000000453	Mechanic	Regular Full-Time	Kingston		13/10/1987	Active
6	Core	Trentway-Wagar (Properties) Inc.	8GWN000006009	Manager	Regular Full-Time	Peterborough		25/05/1988	Active
7	Core	Trentway-Wagar (Properties) Inc.	8GWN000004128	Class D Driver	Regular Full-Time	Toronto	ATU	06/09/1988	Active
8	Core	Trentway-Wagar (Properties) Inc.	8GWN000004426	Office Clerk	Regular Full-Time	Montreal		18/09/1988	Active
9	Core	Trentway-Wagar (Properties) Inc.	8GWM000006506	Regional Vice-President	Regular Full-Time	Peterborough		24/10/1989	Active
10	Core	Trentway-Wagar (Properties) Inc.	8GWN000001830	Coach Driver	Regular Full-Time	Peterborough	ATU	06/03/1990	Active
11	Core	Trentway-Wagar (Properties) Inc.	8GWN000001828	Coach Driver	Regular Full-Time	Niagara Falls	ATU	12/03/1990	Active
12	Core	Trentway-Wagar (Properties) Inc.	8GWN000000349	Chief Mechanic	Regular Full-Time	Montreal	CSN	06/08/1991	Active
13	Core	Trentway-Wagar (Properties) Inc.	8GWN000000500	Coach Driver	Seasonal Full-Time	Montreal	CSN	11/09/1991	Active
14	Core	Trentway-Wagar (Properties) Inc.	8GWN000006001	Supervisor	Regular Full-Time	Peterborough		22/10/1991	Active
15	Core	Trentway-Wagar (Properties) Inc.	8GWN000002144	Bus Washer	Regular Full-Time	Kingston		03/02/1993	Active
16	Core	Trentway-Wagar (Properties) Inc.	8GWN000000232	Coach Driver	Seasonal Full-Time	Montreal	CSN	30/07/1993	Active
17	Core	Trentway-Wagar (Properties) Inc.	8GWN000002325	Coach Driver	Regular Full-Time	Niagara Falls	ATU	26/05/1994	Active
18	Core	Trentway-Wagar (Properties) Inc.	8GWN000002435	Coach Driver	Regular Full-Time	Kingston	ATU	25/10/1994	Active
19	Core	Trentway-Wagar (Properties) Inc.	8GWN000002401	Coach Driver	Regular Full-Time	Niagara Falls	ATU	27/02/1995	Active
20	Core	Trentway-Wagar (Properties) Inc.	8GWN000002522	Coach Driver	Regular Full-Time	Niagara Falls	ATU	07/04/1996	Active
21	Core	Trentway-Wagar (Properties) Inc.	8GWN000002523	Coach Driver	Regular Full-Time	Toronto	ATU	07/04/1996	Active
22	Core	Trentway-Wagar (Properties) Inc.	8GWN000002532	Coach Driver	Regular Full-Time	Niagara Falls	ATU	07/04/1996	Active
23	Core	Trentway-Wagar (Properties) Inc.	8GWM000002626	Operations, Site Manager	Regular Full-Time	Toronto		05/07/1996	Active
24	Core	Trentway-Wagar (Properties) Inc.	8GWN000002692	Coach Driver	Regular Part-Time	Kingston	ATU	17/02/1997	Active
25	Core	Trentway-Wagar (Properties) Inc.	8GWM000005407	Supervisor	Regular Full-Time	Peterborough		27/03/1997	Active
26	Core	Trentway-Wagar (Properties) Inc.	8GWN000002819	Coach Driver	Regular Full-Time	Toronto	ATU	13/03/1998	Active
27	Core	Trentway-Wagar (Properties) Inc.	8GWN000002938	Bus Escort/Monitor	Seasonal Part-Time	Kingston		08/09/1998	Active
28	Core	Trentway-Wagar (Properties) Inc.	8GWN000002939	Bus Escort/Monitor	Seasonal Part-Time	Kingston		08/09/1998	Active
29	Core	Trentway-Wagar (Properties) Inc.	8GWN000005017	Customer Service Rep	Regular Full-Time	Toronto		14/05/1999	Active
30	Core	Trentway-Wagar (Properties) Inc.	8GWM000006513	Manager	Regular Full-Time	Peterborough		13/12/1999	Active
31	Core	Trentway-Wagar (Properties) Inc.	8GWN000005220	Bus Washer	Regular Full-Time	Niagara Falls		01/05/2000	Active
32	Core	Trentway-Wagar (Properties) Inc.	8GWN000005236	Coach Driver	Regular Full-Time	Kingston	ATU	17/05/2000	Active
33	Core	Trentway-Wagar (Properties) Inc.	8GWN000005252	Coach Driver	Regular Full-Time	Kingston	ATU	09/06/2000	Active
34	Core	Trentway-Wagar (Properties) Inc.	8GWN000005494	Coach Driver	Regular Full-Time	Toronto	ATU	15/05/2001	Active
35	Core	Trentway-Wagar (Properties) Inc.	8GWN000005543	Coach Driver	Regular Part-Time	Toronto	ATU	27/07/2001	Active
36	Core	Trentway-Wagar (Properties) Inc.	8GWN000000754	Coach Driver	Seasonal Full-Time	Montreal	CSN	27/12/2001	Active
37	Core	Trentway-Wagar (Properties) Inc.	8GWN000000486	Mechanic	Regular Full-Time	Montreal	CSN	04/03/2002	Active
38	Core	Trentway-Wagar (Properties) Inc.	8GWN000000144	Lead Hand Bus Washer	Regular Full-Time	Montreal	CSN	01/05/2002	Active
39	Core	Trentway-Wagar (Properties) Inc.	8GWN000000908	Coach Driver	Seasonal Full-Time	Montreal	CSN	01/05/2002	Active
40	Core	Trentway-Wagar (Properties) Inc.	8GWN000000927	Coach Driver	Seasonal Full-Time	Montreal	CSN	01/05/2002	Active
41	Core	Trentway-Wagar (Properties) Inc.	8GWN000004409	Coach Driver	Seasonal Full-Time	Montreal	CSN	01/05/2002	Active
42	Core	Trentway-Wagar (Properties) Inc.	8GWN000005717	Mechanic	Regular Full-Time	Toronto	ATU	08/07/2002	Active
43	Core	Trentway-Wagar (Properties) Inc.	8GWN000004423	Manager	Regular Full-Time	Montreal		16/06/2003	Active
44	Core	Trentway-Wagar (Properties) Inc.	8GWN000005856	Payroll Administrator	Regular Full-Time	Peterborough		18/08/2003	Active
45	Core	Trentway-Wagar (Properties) Inc.	8GWN000005938	Coach Driver	Regular Full-Time	Toronto	ATU	06/03/2004	Active
46	Core	Trentway-Wagar (Properties) Inc.	8GWN000005961	Coach Driver	Regular Full-Time	Niagara Falls	ATU	11/04/2004	Active
47	Core	Trentway-Wagar (Properties) Inc.	8GWN000006157	Bus Washer	Regular Full-Time	Toronto	ATU	13/12/2004	Active
48	Core	Trentway-Wagar (Properties) Inc.	8GWN000000960	Coach Driver	Seasonal Full-Time	Montreal	CSN	01/01/2005	Active
49	Core	Trentway-Wagar (Properties) Inc.	8GWN000006174	Coach Driver	Regular Full-Time	Toronto	ATU	11/02/2005	Active

#	Core vs. Non-Core	Legal Entity	Position ID	Job Title Description	Worker Category Description	Location Description	Union Code	Hire Date	Position Status
50	Core	Trentway-Wagar (Properties) Inc.	8GWN000005202	Coach Driver	Regular Full-Time	Kingston	ATU	09/03/2005	Active
51	Core	Trentway-Wagar (Properties) Inc.	8GWN000006206	Mechanic	Regular Full-Time	Toronto	ATU	28/03/2005	Active
52	Core	Trentway-Wagar (Properties) Inc.	8GWN000006207	Serviceman	Regular Full-Time	Toronto	ATU	28/03/2005	Active
53	Core	Trentway-Wagar (Properties) Inc.	8GWN000006232	Washer/Shunter	Regular Full-Time	Toronto	ATU	29/04/2005	Active
54	Core	Trentway-Wagar (Properties) Inc.	8GWN000006258	Mechanic Supervisor	Regular Full-Time	Toronto		24/05/2005	Active
55	Core	Trentway-Wagar (Properties) Inc.	8GWN000004456	Coach Driver	Seasonal Full-Time	Montreal	CSN	28/07/2005	Active
56	Core	Trentway-Wagar (Properties) Inc.	8GWN000006272	Coach Driver	Regular Full-Time	Toronto	ATU	29/08/2005	Active
57	Core	Trentway-Wagar (Properties) Inc.	8GWN000006363	Coach Driver	Regular Full-Time	Toronto	ATU	16/09/2005	Active
58	Core	Trentway-Wagar (Properties) Inc.	8GWN000006379	Coach Driver	Regular Full-Time	Toronto	ATU	16/09/2005	Active
59	Core	Trentway-Wagar (Properties) Inc.	8GWN000006528	Mechanic	Regular Full-Time	Toronto	ATU	24/10/2005	Active
60	Core	Trentway-Wagar (Properties) Inc.	8GWN000006576	Trainer	Regular Full-Time	Toronto		14/02/2006	Active
61	Core	Trentway-Wagar (Properties) Inc.	8GWN000006582	Coach Driver	Regular Full-Time	Toronto	ATU	01/03/2006	Active
62	Core	Trentway-Wagar (Properties) Inc.	8GWN000006583	Bus Washer	Regular Full-Time	Toronto	ATU	03/03/2006	Active
63	Core	Trentway-Wagar (Properties) Inc.	8GWN000006586	Coach Driver	Regular Full-Time	Toronto	ATU	03/03/2006	Active
64	Core	Trentway-Wagar (Properties) Inc.	8GWN000004501	Coach Driver	Seasonal Full-Time	Montreal	CSN	21/04/2006	Active
65	Core	Trentway-Wagar (Properties) Inc.	8GWN000006640	Bus Washer	Regular Full-Time	Toronto	ATU	23/06/2006	Active
66	Core	Trentway-Wagar (Properties) Inc.	8GWN000006642	Coach Driver	Regular Full-Time	Toronto	ATU	23/06/2006	Active
67	Core	Trentway-Wagar (Properties) Inc.	8GWN000006643	Coach Driver	Regular Full-Time	Toronto	ATU	23/06/2006	Active
68	Core	Trentway-Wagar (Properties) Inc.	8GWN000006671	Intermediate Accounting Clerk	Regular Full-Time	Peterborough		29/08/2006	Active
69	Core	Trentway-Wagar (Properties) Inc.	8GWN000006678	Bus Escort/Monitor	Seasonal Part-Time	Kingston		05/09/2006	Active
70	Core	Trentway-Wagar (Properties) Inc.	8GWN000006679	Bus Escort/Monitor	Seasonal Part-Time	Kingston		05/09/2006	Active
71	Core	Trentway-Wagar (Properties) Inc.	8GWN000006685	Bus Washer	Regular Full-Time	Toronto	ATU	20/09/2006	Active
72	Core	Trentway-Wagar (Properties) Inc.	8GWN000006689	Coach Driver	Regular Full-Time	Toronto	ATU	29/09/2006	Active
73	Core	Trentway-Wagar (Properties) Inc.	8GWN000006708	Coach Driver	Regular Full-Time	Kingston	ATU	30/10/2006	Active
74	Core	Trentway-Wagar (Properties) Inc.	8GWN000006727	Class D Driver	Regular Full-Time	Toronto	ATU	04/12/2006	Active
75	Core	Trentway-Wagar (Properties) Inc.	8GWN000006741	Bus Escort/Monitor	Seasonal Part-Time	Kingston		19/01/2007	Active
76	Core	Trentway-Wagar (Properties) Inc.	8GWN000006742	Bus Escort/Monitor	Seasonal Part-Time	Kingston		19/01/2007	Active
77	Core	Trentway-Wagar (Properties) Inc.	8GWN000006768	Coach Driver	Regular Full-Time	Toronto	ATU	02/04/2007	Active
78	Core	Trentway-Wagar (Properties) Inc.	8GWN000004550	Coach Driver	Seasonal Full-Time	Montreal	CSN	11/07/2007	Active
79	Core	Trentway-Wagar (Properties) Inc.	8GWN000006820	Escort Supervisor	Regular Part-Time	Peterborough		22/08/2007	Active
80	Core	Trentway-Wagar (Properties) Inc.	8GWN000006309	General Maintenance	Regular Full-Time	Toronto	ATU	07/10/2007	Active
81	Core	Trentway-Wagar (Properties) Inc.	8GWN000006850	Vice-President, Facility and Fleet Services	Regular Full-Time	Toronto		05/11/2007	Active
82	Core	Trentway-Wagar (Properties) Inc.	8GWN000006886	Coach Driver	Regular Part-Time	Montreal	ATU	02/04/2008	Active
83	Core	Trentway-Wagar (Properties) Inc.	8GWN000006928	Coach Driver	Regular Full-Time	Toronto	ATU	21/06/2008	Active
84	Core	Trentway-Wagar (Properties) Inc.	8GWN000006939	Coach Driver	Regular Full-Time	Toronto	ATU	02/08/2008	Active
85	Core	Trentway-Wagar (Properties) Inc.	8GWN000006948	Systems/Programmer Analyst	Regular Full-Time	Peterborough		02/09/2008	Active
86	Core	Trentway-Wagar (Properties) Inc.	8GWN000007000	Operations Supervisor	Regular Full-Time	Peterborough		02/02/2009	Active
87	Core	Trentway-Wagar (Properties) Inc.	8GWN000006351	Class D Driver	Regular Full-Time	Toronto	ATU	24/03/2009	Active
88	Core	Trentway-Wagar (Properties) Inc.	8GWN000007040	Coach Driver	Regular Full-Time	Montreal	ATU	14/05/2009	Active
89	Core	Trentway-Wagar (Properties) Inc.	8GWN000007045	Coach Driver	Regular Full-Time	Toronto	ATU	21/05/2009	Active
90	Core	Trentway-Wagar (Properties) Inc.	8GWN000007058	Coach Driver	Regular Full-Time	Toronto	ATU	15/06/2009	Active
91	Core	Trentway-Wagar (Properties) Inc.	8GWN000004594	Coach Driver	Seasonal Full-Time	Montreal	CSN	25/08/2009	Active
92	Core	Trentway-Wagar (Properties) Inc.	8GWN000007111	Baggage Handler	Regular Full-Time	Kingston		03/12/2009	Active
93	Core	Trentway-Wagar (Properties) Inc.	8GWN000007155	Coach Driver	Regular Full-Time	Toronto	ATU	07/06/2010	Active
94	Core	Trentway-Wagar (Properties) Inc.	8GWN000005351	Washer/Shunter	Regular Full-Time	Toronto	ATU	19/06/2010	Active
95	Core	Trentway-Wagar (Properties) Inc.	8GWN000007207	Coach Driver	Regular Full-Time	Montreal	ATU	07/10/2010	Active
96	Core	Trentway-Wagar (Properties) Inc.	8GWN000007244	Coach Driver	Regular Full-Time	Toronto	ATU	15/03/2011	Active
97	Core	Trentway-Wagar (Properties) Inc.	8GWN000007250	Sightseeing Ticket Agent	Seasonal Part-Time	Montreal		15/03/2011	Active
98	Core	Trentway-Wagar (Properties) Inc.	8GWN000007305	Coach Driver	Regular Full-Time	Montreal	ATU	16/05/2011	Active
99	Core	Trentway-Wagar (Properties) Inc.	8GWN000007310	Customer Service Rep	Regular Full-Time	Toronto		17/05/2011	Active
100	Core	Trentway-Wagar (Properties) Inc.	8GWN000007330	Coach Driver	Regular Full-Time	Toronto	ATU	10/06/2011	Active

#	Core vs. Non-Core	Legal Entity	Position ID	Job Title Description	Worker Category Description	Location Description	Union Code	Hire Date	Position Status
101	Core	Trentway-Wagar (Properties) Inc.	8GWN000007343	Coach Driver	Regular Full-Time	Montreal	ATU	27/06/2011	Active
102	Core	Trentway-Wagar (Properties) Inc.	8GWN000007349	Mechanic	Regular Full-Time	Kingston		08/07/2011	Active
103	Core	Trentway-Wagar (Properties) Inc.	8GWN000007083	Operations, Site Manager	Regular Full-Time	Montreal		30/09/2011	Active
104	Core	Trentway-Wagar (Properties) Inc.	8GWN000007396	Bus Washer	Regular Full-Time	Toronto	ATU	19/10/2011	Active
105	Core	Trentway-Wagar (Properties) Inc.	8GWN000007411	Coach Driver	Regular Full-Time	Toronto	ATU	08/11/2011	Active
106	Core	Trentway-Wagar (Properties) Inc.	8GWN000007449	Coach Driver	Regular Part-Time	Niagara Falls	ATU	03/04/2012	Active
107	Core	Trentway-Wagar (Properties) Inc.	8GWN000007462	Coach Driver	Regular Full-Time	Montreal	ATU	02/05/2012	Active
108	Core	Trentway-Wagar (Properties) Inc.	8GWN000007467	Coach Driver	Regular Full-Time	Kingston	ATU	10/05/2012	Active
109	Core	Trentway-Wagar (Properties) Inc.	8GWN000007471	Coach Driver	Regular Full-Time	Toronto	ATU	17/05/2012	Active
110	Core	Trentway-Wagar (Properties) Inc.	8GWN000007490	Customer Service Rep	Regular Full-Time	Toronto		03/07/2012	Active
111	Core	Trentway-Wagar (Properties) Inc.	8GWN000007494	Customer Service Rep	Regular Full-Time	Toronto		03/07/2012	Active
112	Core	Trentway-Wagar (Properties) Inc.	8GWN000001119	Coach Driver	Seasonal Full-Time	Montreal	CSN	20/07/2012	Active
113	Core	Trentway-Wagar (Properties) Inc.	8GWN000007511	Baggage Handler	Regular Full-Time	Toronto		02/08/2012	Active
114	Core	Trentway-Wagar (Properties) Inc.	8GWN000007560	Accounts Receivable Clerk	Regular Full-Time	Peterborough		12/11/2012	Active
115	Core	Trentway-Wagar (Properties) Inc.	8GWN000007572	Customer Service Rep	Regular Part-Time	Montreal		23/12/2012	Active
116	Core	Trentway-Wagar (Properties) Inc.	8GWN000007573	Operations, General Manager	Regular Full-Time	Montreal		27/12/2012	Active
117	Core	Trentway-Wagar (Properties) Inc.	8GWN000007622	Coach Driver	Seasonal Full-Time	Montreal	CSN	20/06/2013	Active
118	Core	Trentway-Wagar (Properties) Inc.	8GWN000006525	Vice-President, Finance	Regular Full-Time	Peterborough		22/07/2013	Active
119	Core	Trentway-Wagar (Properties) Inc.	8GWN000007662	Coach Driver	Regular Full-Time	Toronto	ATU	10/10/2013	Active
120	Core	Trentway-Wagar (Properties) Inc.	8GWN000007670	Coach Driver	Regular Full-Time	Toronto	ATU	06/12/2013	Active
121	Core	Trentway-Wagar (Properties) Inc.	8GWN000007684	Bus Washer	Regular Full-Time	Toronto	ATU	24/03/2014	Active
122	Core	Trentway-Wagar (Properties) Inc.	8GWN000007692	Coach Driver	Regular Full-Time	Toronto	ATU	01/04/2014	Active
123	Core	Trentway-Wagar (Properties) Inc.	8GWN000007693	Coach Driver	Regular Full-Time	Toronto	ATU	01/04/2014	Active
124	Core	Trentway-Wagar (Properties) Inc.	8GWN000007717	Coach Driver	Seasonal Part-Time	Montreal		06/06/2014	Active
125	Core	Trentway-Wagar (Properties) Inc.	8GWN000007719	Coach Driver	Seasonal Full-Time	Montreal	CSN	06/06/2014	Active
126	Core	Trentway-Wagar (Properties) Inc.	8GWN000007749	Coach Driver	Regular Full-Time	Toronto	ATU	07/10/2014	Active
127	Core	Trentway-Wagar (Properties) Inc.	8GWN000007753	Coach Driver	Regular Part-Time	Toronto	ATU	09/10/2014	Active
128	Core	Trentway-Wagar (Properties) Inc.	8GWN000007779	Operations Supervisor	Regular Part-Time	Peterborough		23/04/2015	Active
129	Core	Trentway-Wagar (Properties) Inc.	8GWN000007306	Coach Driver	Regular Full-Time	Montreal	ATU	13/05/2015	Active
130	Core	Trentway-Wagar (Properties) Inc.	8GWN000007818	Bus Escort/Monitor	Seasonal Part-Time	Toronto		18/09/2015	Active
131	Core	Trentway-Wagar (Properties) Inc.	8GWN000007814	Coach Driver	Regular Full-Time	Kingston	ATU	21/09/2015	Active
132	Core	Trentway-Wagar (Properties) Inc.	8GWN000007834	Coach Driver	Regular Full-Time	Kingston	ATU	21/12/2015	Active
133	Core	Trentway-Wagar (Properties) Inc.	8GWN000007858	Coach Driver	Regular Full-Time	Toronto	ATU	14/04/2016	Active
134	Core	Trentway-Wagar (Properties) Inc.	8GWN000007862	Coach Driver	Regular Full-Time	Toronto	ATU	18/04/2016	Active
135	Core	Trentway-Wagar (Properties) Inc.	8GWN000007866	Coach Driver	Regular Full-Time	Toronto	ATU	18/05/2016	Active
136	Core	Trentway-Wagar (Properties) Inc.	8GWN000005547	Operations, Site Manager	Regular Full-Time	Toronto		23/05/2016	Active
137	Core	Trentway-Wagar (Properties) Inc.	8GWN000007876	Coach Driver	Regular Full-Time	Kingston	ATU	08/06/2016	Active
138	Core	Trentway-Wagar (Properties) Inc.	8GWN000007879	Coach Driver	Regular Full-Time	Montreal	ATU	17/06/2016	Active
139	Core	Trentway-Wagar (Properties) Inc.	8GWN000007917	Operations Supervisor	Regular Full-Time	Peterborough		05/12/2016	Active
140	Core	Trentway-Wagar (Properties) Inc.	8GWN000007961	Coach Driver	Regular Full-Time	Montreal	ATU	15/05/2017	Active
141	Core	Trentway-Wagar (Properties) Inc.	8GWN000007962	Coach Driver	Seasonal Part-Time	Montreal	CSN	15/05/2017	Active
142	Core	Trentway-Wagar (Properties) Inc.	8GWN000007969	Ticket Agent	Regular Full-Time	Niagara Falls		02/06/2017	Active
143	Core	Trentway-Wagar (Properties) Inc.	8GWN000007985	Coach Driver	Seasonal Full-Time	Montreal	CSN	13/07/2017	Active
144	Core	Trentway-Wagar (Properties) Inc.	8GWN000007995	Sightseeing Ticket Agent	Seasonal Part-Time	Montreal		26/08/2017	Active
145	Core	Trentway-Wagar (Properties) Inc.	8GWN000008008	Bus Escort/Monitor	Seasonal Part-Time	Peterborough		05/09/2017	Active
146	Core	Trentway-Wagar (Properties) Inc.	8GWN000008031	Bus Escort/Monitor	Seasonal Part-Time	Toronto		10/12/2017	Active
147	Core	Trentway-Wagar (Properties) Inc.	8GWN000008063	Bus Escort/Monitor	Seasonal Part-Time	Peterborough		13/04/2018	Active
148	Core	Trentway-Wagar (Properties) Inc.	8GWN000008069	Ticket Agent	Regular Full-Time	Niagara Falls		17/05/2018	Active
149	Core	Trentway-Wagar (Properties) Inc.	8GWN000008078	Coach Driver	Seasonal Part-Time	Montreal	CSN	11/06/2018	Active
150	Core	Trentway-Wagar (Properties) Inc.	8GWN000008081	Coach Driver	Seasonal Part-Time	Montreal	CSN	13/06/2018	Active
151	Core	Trentway-Wagar (Properties) Inc.	8GWN000008087	Coach Driver	Seasonal Part-Time	Montreal	CSN	18/06/2018	Active

#	Core vs. Non-Core	Legal Entity	Position ID	Job Title Description	Worker Category Description	Location Description	Union Code	Hire Date	Position Status
152	Core	Trentway-Wagar (Properties) Inc.	8GWN000008088	Sightseeing Ticket Agent	Seasonal Part-Time	Montreal		23/06/2018	Active
153	Core	Trentway-Wagar (Properties) Inc.	8GWN000008129	Coach Driver	Regular Full-Time	Toronto	ATU	19/12/2018	Active
154	Core	Trentway-Wagar (Properties) Inc.	8GWN000008130	Coach Driver	Regular Full-Time	Toronto	ATU	19/12/2018	Active
155	Core	Trentway-Wagar (Properties) Inc.	8GWN000008143	Maintenance Supervisor	Regular Full-Time	Niagara Falls		26/03/2019	Active
156	Core	Trentway-Wagar (Properties) Inc.	8GWN000008152	Coach Driver	Regular Full-Time	Toronto	ATU	25/04/2019	Active
157	Core	Trentway-Wagar (Properties) Inc.	8GWN000008167	Coach Driver	Regular Full-Time	Niagara Falls	ATU	04/06/2019	Active
158	Core	Trentway-Wagar (Properties) Inc.	8GWN000006849	Mechanic	Regular Full-Time	Niagara Falls		02/12/2019	Active
159	Core	Trentway-Wagar (Properties) Inc.	8GWN000008233	Bus Escort/Monitor	Seasonal Part-Time	Toronto		20/09/2020	Active
160	Core	Trentway-Wagar (Properties) Inc.	8GWN000008226	Apprentice Mechanic	Regular Full-Time	Toronto	ATU	05/04/2021	Active
161	Core	Trentway-Wagar (Properties) Inc.	8GWN000008243	Manager	Regular Full-Time	Toronto		16/08/2021	Active
162	Core	Trentway-Wagar (Properties) Inc.	8GWN000008230	Baggage Handler	Regular Full-Time	Toronto		16/09/2021	Active
163	Core	Trentway-Wagar (Properties) Inc.	8GWN000007290	Customer Service Rep	Regular Full-Time	Toronto		11/11/2021	Active
164	Core	Trentway-Wagar (Properties) Inc.	8GWN000008247	Baggage Handler	Regular Part-Time	Toronto		17/12/2021	Active
165	Core	Trentway-Wagar (Properties) Inc.	8GWN000008141	Operations Supervisor	Regular Part-Time	Peterborough		07/03/2022	Active
166	Core	Trentway-Wagar (Properties) Inc.	8GWN000008249	Bus Washer	Regular Part-Time	Niagara Falls		09/03/2022	Active
167	Core	Trentway-Wagar (Properties) Inc.	8GWN000004410	Ticket Agent	Regular Full-Time	Montreal		19/03/2022	Active
168	Core	Trentway-Wagar (Properties) Inc.	8GWN000008100	Operations Supervisor	Regular Full-Time	Peterborough		21/03/2022	Active
169	Core	Trentway-Wagar (Properties) Inc.	8GWN000000149	Ticket Agent	Regular Full-Time	Montreal		02/04/2022	Active
170	Core	Trentway-Wagar (Properties) Inc.	8GWN000008251	Baggage Handler	Regular Full-Time	Toronto		11/04/2022	Active
171	Core	Trentway-Wagar (Properties) Inc.	8GWN000002830	Coach Driver	Regular Part-Time	Peterborough	ATU	22/04/2022	Active
172	Core	Trentway-Wagar (Properties) Inc.	8GWN000008184	Mechanic	Regular Part-Time	Montreal	CSN	22/04/2022	Active
173	Core	Trentway-Wagar (Properties) Inc.	8GWN000008256	Sightseeing Dispatcher	Seasonal Part-Time	Montreal		26/04/2022	Active
174	Core	Trentway-Wagar (Properties) Inc.	8GWN000008187	Washer/Shunter	Regular Full-Time	Montreal	CSN	05/05/2022	Active
175	Core	Trentway-Wagar (Properties) Inc.	8GWN000002147	Coach Driver	Regular Part-Time	Niagara Falls	ATU	06/05/2022	Active
176	Core	Trentway-Wagar (Properties) Inc.	8GWN000008260	Apprentice Mechanic	Regular Full-Time	Toronto	ATU	09/05/2022	Active
177	Core	Trentway-Wagar (Properties) Inc.	8GWN000008262	Customer Service Rep	Regular Full-Time	Toronto		11/05/2022	Active
178	Core	Trentway-Wagar (Properties) Inc.	8GWN000008266	Coach Driver	Regular Full-Time	Toronto	ATU	24/05/2022	Active
179	Core	Trentway-Wagar (Properties) Inc.	8GWN000004508	Coach Driver	Seasonal Part-Time	Montreal	CSN	05/06/2022	Active
180	Core	Trentway-Wagar (Properties) Inc.	8GWN000008274	Baggage Handler	Regular Full-Time	Kingston		06/06/2022	Active
181	Core	Trentway-Wagar (Properties) Inc.	8GWN000008276	Electronic Specialist	Regular Full-Time	Toronto	ATU	07/06/2022	Active
182	Core	Trentway-Wagar (Properties) Inc.	8GWN000008282	Baggage Handler	Regular Full-Time	Montreal		11/06/2022	Active
183	Core	Trentway-Wagar (Properties) Inc.	8GWN000008284	Garage Administrator	Regular Full-Time	Kingston		20/06/2022	Active
184	Core	Trentway-Wagar (Properties) Inc.	8GWN000008292	Mechanic	Regular Full-Time	Montreal	CSN	04/07/2022	Active
185	Core	Trentway-Wagar (Properties) Inc.	8GWN000007955	Terminal Supervisor	Regular Full-Time	Montreal		18/07/2022	Active
186	Core	Trentway-Wagar (Properties) Inc.	8GWN000008297	Charter Sales Rep	Regular Full-Time	Peterborough		18/07/2022	Active
187	Core	Trentway-Wagar (Properties) Inc.	8GWN000008131	Ticket Agent	Regular Part-Time	Niagara Falls		19/07/2022	Active
188	Core	Trentway-Wagar (Properties) Inc.	8GWN000008298	Coach Driver	Regular Full-Time	Toronto	ATU	20/07/2022	Active
189	Core	Trentway-Wagar (Properties) Inc.	8GWN000008301	Washer/Shunter	Regular Part-Time	Montreal	CSN	21/07/2022	Active
190	Core	Trentway-Wagar (Properties) Inc.	8GWN000008300	Coach Driver	Regular Full-Time	Toronto	ATU	22/07/2022	Active
191	Core	Trentway-Wagar (Properties) Inc.	8GWN000008302	Washer/Shunter	Regular Full-Time	Montreal	CSN	02/08/2022	Active
192	Core	Trentway-Wagar (Properties) Inc.	8GWN000008062	Operations Assistant	Regular Full-Time	Peterborough		08/08/2022	Active
193	Core	Trentway-Wagar (Properties) Inc.	8GWN000008306	Coach Driver	Regular Full-Time	Toronto	ATU	14/08/2022	Active
194	Core	Trentway-Wagar (Properties) Inc.	8GWN000008307	Apprentice Mechanic	Regular Full-Time	Toronto	ATU	15/08/2022	Active
195	Core	Trentway-Wagar (Properties) Inc.	8GWN000008029	Coach Driver	Regular Part-Time	Montreal	ATU	21/08/2022	Active
196	Core	Trentway-Wagar (Properties) Inc.	8GWN000002520	Trainer	Regular Part-Time	Toronto		22/08/2022	Active
197	Core	Trentway-Wagar (Properties) Inc.	8GWN000007686	Janitor	Regular Part-Time	Toronto		06/09/2022	Active
198	Core	Trentway-Wagar (Properties) Inc.	8GWN000008313	Baggage Handler	Regular Part-Time	Montreal		15/09/2022	Active
199	Core	Trentway-Wagar (Properties) Inc.	8GWN000008134	Supervisor	Regular Full-Time	Montreal		29/09/2022	Active
200	Core	Trentway-Wagar (Properties) Inc.	8GWN000007930	Customer Service Rep	Regular Full-Time	Toronto		03/10/2022	Active
201	Core	Trentway-Wagar (Properties) Inc.	8GWN000008317	Baggage Handler	Regular Part-Time	Toronto		03/10/2022	Active
202	Core	Trentway-Wagar (Properties) Inc.	8GWN000007896	Coach Driver	Regular Full-Time	Toronto	ATU	06/10/2022	Active

#	Core vs. Non-Core	Legal Entity	Position ID	Job Title Description	Worker Category Description	Location Description	Union Code	Hire Date	Position Status
203	Core	Trentway-Wagar (Properties) Inc.	8GWN000008318	Serviceman	Regular Full-Time	Niagara Falls		07/10/2022	Active
204	Core	Trentway-Wagar (Properties) Inc.	8GWN000008319	Maintenance Clerk	Regular Full-Time	Toronto		11/10/2022	Active
205	Core	Trentway-Wagar (Properties) Inc.	8GWN000008320	Apprentice Mechanic	Regular Full-Time	Toronto	ATU	11/10/2022	Active
206	Core	Trentway-Wagar (Properties) Inc.	8GWN000007380	Terminal Supervisor	Regular Part-Time	Montreal		03/11/2022	Active
207	Core	Trentway-Wagar (Properties) Inc.	8GWN000008326	Apprentice Mechanic	Regular Full-Time	Toronto	ATU	07/11/2022	Active
208	Core	Trentway-Wagar (Properties) Inc.	8GWM000006171	Operations Manager	Regular Full-Time	Peterborough		14/11/2022	Active
209	Core	Trentway-Wagar (Properties) Inc.	8GWN000006491	Bus Washer	Regular Part-Time	Toronto	ATU	15/11/2022	Active
210	Core	Trentway-Wagar (Properties) Inc.	8GWN000008327	Coach Driver	Regular Full-Time	Toronto	ATU	30/11/2022	Active
211	Core	Trentway-Wagar (Properties) Inc.	8GWN000008329	Parts Clerk	Regular Full-Time	Toronto		05/12/2022	Active
212	Core	Trentway-Wagar (Properties) Inc.	8GWN000008332	Mechanic	Regular Full-Time	Kingston		06/12/2022	Active
213	Core	Trentway-Wagar (Properties) Inc.	8GWN000008333	Coach Driver	Regular Full-Time	Kingston	ATU	09/12/2022	Active
214	Core	Trentway-Wagar (Properties) Inc.	8GWN000008061	Coach Driver	Regular Part-Time	Toronto	ATU	11/12/2022	Active
215	Core	Trentway-Wagar (Properties) Inc.	8GWN000008334	Baggage Handler	Regular Part-Time	Montreal		11/12/2022	Active
216	Core	Trentway-Wagar (Properties) Inc.	8GWN000008335	Apprentice Mechanic	Regular Full-Time	Toronto	ATU	12/12/2022	Active
217	Core	Trentway-Wagar (Properties) Inc.	8GWN000007221	Coach Driver	Regular Part-Time	Kingston	ATU	20/12/2022	Active
218	Core	Trentway-Wagar (Properties) Inc.	8GWN000008337	Coach Driver	Regular Full-Time	Montreal	ATU	20/12/2022	Active
219	Core	Trentway-Wagar (Properties) Inc.	8GWN000008338	Bus Washer	Regular Full-Time	Toronto	ATU	21/12/2022	Active
220	Core	Trentway-Wagar (Properties) Inc.	8GWM000008341	Safety, Admin Site Manager	Regular Full-Time	Toronto		03/01/2023	Active
221	Core	Trentway-Wagar (Properties) Inc.	8GWN000008342	Operations Assistant	Regular Full-Time	Peterborough		10/01/2023	Active
222	Core	Trentway-Wagar (Properties) Inc.	8GWN000008137	Coach Driver	Regular Full-Time	Toronto	ATU	23/01/2023	Active
223	Core	Trentway-Wagar (Properties) Inc.	8GWN000008346	Operations Assistant	Regular Full-Time	Peterborough		30/01/2023	Active
224	Core	Trentway-Wagar (Properties) Inc.	8GWN000008347	Apprentice Mechanic	Regular Full-Time	Kingston		06/02/2023	Active
225	Core	Trentway-Wagar (Properties) Inc.	8GWN000008353	Coach Driver	Regular Full-Time	Toronto	ATU	20/02/2023	Active
226	Core	Trentway-Wagar (Properties) Inc.	8GWN000008357	Coach Driver	Regular Full-Time	Montreal	ATU	08/03/2023	Active
227	Core	Trentway-Wagar (Properties) Inc.	8GWN000008360	Coach Driver	Regular Full-Time	Toronto	ATU	15/03/2023	Active
228	Core	Trentway-Wagar (Properties) Inc.	8GWN000008361	Coach Driver	Regular Full-Time	Toronto	ATU	16/03/2023	Active
229	Core	Trentway-Wagar (Properties) Inc.	8GWN000008363	Charter Sales Rep	Regular Part-Time	Peterborough		20/03/2023	Active
230	Core	Trentway-Wagar (Properties) Inc.	8GWN000008045	Coach Driver	Regular Full-Time	Niagara Falls	ATU	28/03/2023	Active
231	Core	Trentway-Wagar (Properties) Inc.	8GWN000007371	Manager	Regular Full-Time	Montreal		03/04/2023	Active
232	Core	Trentway-Wagar (Properties) Inc.	8GWN000008366	Coach Driver	Regular Full-Time	Montreal	ATU	03/04/2023	Active
233	Core	Trentway-Wagar (Properties) Inc.	8GWN000008367	Coach Driver	Regular Full-Time	Montreal	ATU	03/04/2023	Active
234	Core	Trentway-Wagar (Properties) Inc.	8GWN000008368	Coach Driver	Regular Full-Time	Montreal	ATU	03/04/2023	Active
235	Core	Trentway-Wagar (Properties) Inc.	8GWN000008076	Ticket Agent	Regular Part-Time	Niagara Falls		05/04/2023	Active
236	Core	Trentway-Wagar (Properties) Inc.	8GWN000008370	Bus Washer	Regular Full-Time	Montreal	CSN	10/04/2023	Active
237	Core	Trentway-Wagar (Properties) Inc.	8GWN000008372	Bus Washer	Regular Full-Time	Niagara Falls		10/04/2023	Active
238	Core	Trentway-Wagar (Properties) Inc.	8GWN000008371	Talent Acquisition / Hr Generalist	Regular Full-Time	Peterborough		11/04/2023	Active
239	Core	Trentway-Wagar (Properties) Inc.	8GWN000008374	Coach Driver	Regular Full-Time	Toronto	ATU	13/04/2023	Active
240	Core	Trentway-Wagar (Properties) Inc.	8GWN000008375	Coach Driver	Regular Full-Time	Toronto	ATU	14/04/2023	Active
241	Core	Trentway-Wagar (Properties) Inc.	8GWN000008379	Coach Driver	Regular Full-Time	Toronto	ATU	01/05/2023	Active
242	Core	Trentway-Wagar (Properties) Inc.	8GWN000008380	Coach Driver	Regular Full-Time	Niagara Falls	ATU	02/05/2023	Active
243	Core	Trentway-Wagar (Properties) Inc.	8GWN000008383	Bus Washer	Regular Full-Time	Niagara Falls		02/05/2023	Active
244	Core	Trentway-Wagar (Properties) Inc.	8GWN000008384	Baggage Handler	Regular Part-Time	Toronto		09/05/2023	Active
245	Core	Trentway-Wagar (Properties) Inc.	8GWN000008390	Coach Driver	Seasonal Full-Time	Montreal	CSN	27/05/2023	Active
246	Core	Trentway-Wagar (Properties) Inc.	8GWN000008392	Coach Driver	Regular Full-Time	Niagara Falls	ATU	01/06/2023	Active
247	Core	Trentway-Wagar (Properties) Inc.	8GWN000008394	Coach Driver	Regular Full-Time	Toronto	ATU	03/06/2023	Active
248	Core	Trentway-Wagar (Properties) Inc.	8GWN000008395	Washer/Shunter	Regular Full-Time	Toronto	ATU	05/06/2023	Active
249	Core	Trentway-Wagar (Properties) Inc.	8GWN000006750	Coach Driver	Regular Full-Time	Niagara Falls	ATU	06/06/2023	Active
250	Core	Trentway-Wagar (Properties) Inc.	8GWN000007408	Coach Driver	Regular Full-Time	Niagara Falls	ATU	06/06/2023	Active
251	Core	Trentway-Wagar (Properties) Inc.	8GWN000008396	Coach Driver	Regular Full-Time	Toronto	ATU	09/06/2023	Active
252	Core	Trentway-Wagar (Properties) Inc.	8GWN000008399	Serviceman	Regular Full-Time	Toronto	ATU	23/06/2023	Active
253	Core	Trentway-Wagar (Properties) Inc.	8GWN000008400	Sightseeing Ticket Agent	Seasonal Part-Time	Montreal		24/06/2023	Active

#	Core vs. Non-Core	Legal Entity	Position ID	Job Title Description	Worker Category Description	Location Description	Union Code	Hire Date	Position Status
254	Core	Trentway-Wagar (Properties) Inc.	8GWN000008401	Baggage Handler	Regular Part-Time	Toronto		29/06/2023	Active
255	Core	Trentway-Wagar (Properties) Inc.	8GWN000006360	Coach Driver	Regular Part-Time	Toronto	ATU	13/07/2023	Active
256	Core	Trentway-Wagar (Properties) Inc.	8GWN000008407	Coach Driver	Regular Full-Time	Toronto	ATU	14/07/2023	Active
257	Core	Trentway-Wagar (Properties) Inc.	8GWN000008411	Coach Driver	Regular Full-Time	Kingston	ATU	16/07/2023	Active
258	Core	Trentway-Wagar (Properties) Inc.	8GWN000008413	Mechanic	Regular Full-Time	Montreal	CSN	17/07/2023	Active
259	Core	Trentway-Wagar (Properties) Inc.	8GWN000008416	Sightseeing Ticket Agent	Seasonal Part-Time	Montreal		19/07/2023	Active
260	Core	Trentway-Wagar (Properties) Inc.	8GWN000008210	Ticket Agent	Regular Part-Time	Niagara Falls		21/07/2023	Active
261	Core	Trentway-Wagar (Properties) Inc.	8GWN000008418	Coach Driver	Regular Full-Time	Toronto	ATU	27/07/2023	Active
262	Core	Trentway-Wagar (Properties) Inc.	8GWN000008419	Coach Driver	Regular Full-Time	Niagara Falls	ATU	28/07/2023	Active
263	Core	Trentway-Wagar (Properties) Inc.	8GWN000008421	Coach Driver	Regular Part-Time	Niagara Falls	ATU	30/07/2023	Active
264	Core	Trentway-Wagar (Properties) Inc.	8GWN000008422	Bus Washer	Regular Part-Time	Toronto	ATU	31/07/2023	Active
265	Core	Trentway-Wagar (Properties) Inc.	8GWN000008423	Baggage Handler	Regular Part-Time	Toronto		03/08/2023	Active
266	Core	Trentway-Wagar (Properties) Inc.	8GWN000008426	Coach Driver	Regular Part-Time	Kingston	ATU	11/08/2023	Active
267	Core	Trentway-Wagar (Properties) Inc.	8GWN000008429	Coach Driver	Regular Full-Time	Kingston	ATU	15/08/2023	Active
268	Core	Trentway-Wagar (Properties) Inc.	8GWN000008430	Coach Driver	Regular Full-Time	Toronto	ATU	25/08/2023	Active
269	Core	Trentway-Wagar (Properties) Inc.	8GWN000008431	Coach Driver	Regular Full-Time	Toronto	ATU	26/08/2023	Active
270	Core	Trentway-Wagar (Properties) Inc.	8GWN000008432	Coach Driver	Regular Full-Time	Toronto	ATU	27/08/2023	Active
271	Core	Trentway-Wagar (Properties) Inc.	8GWN000008436	Bus Escort/Monitor	Seasonal Part-Time	Toronto		05/09/2023	Active
272	Core	Trentway-Wagar (Properties) Inc.	8GWN000008437	Supervisor	Regular Full-Time	Montreal		07/09/2023	Active
273	Core	Trentway-Wagar (Properties) Inc.	8GWN000008439	Apprentice Mechanic	Regular Full-Time	Toronto	ATU	19/09/2023	Active
274	Core	Trentway-Wagar (Properties) Inc.	8GWN000008443	Ticket Agent	Regular Part-Time	Niagara Falls		21/09/2023	Active
275	Core	Trentway-Wagar (Properties) Inc.	8GWN000008441	Bus Escort/Monitor	Seasonal Part-Time	Peterborough		24/09/2023	Active
276	Core	Trentway-Wagar (Properties) Inc.	8GWN000008444	Coach Driver	Regular Full-Time	Niagara Falls	ATU	27/09/2023	Active
277	Core	Trentway-Wagar (Properties) Inc.	8GWN000008449	Bus Escort/Monitor	Seasonal Part-Time	Toronto		29/09/2023	Active
278	Core	Trentway-Wagar (Properties) Inc.	8GWN000008447	Coach Driver	Regular Full-Time	Toronto	ATU	30/09/2023	Active
279	Core	Trentway-Wagar (Properties) Inc.	8GWN000008448	Coach Driver	Regular Full-Time	Toronto	ATU	01/10/2023	Active
280	Core	Trentway-Wagar (Properties) Inc.	8GWN000008450	Coach Driver	Regular Part-Time	Toronto	ATU	02/10/2023	Active
281	Core	Trentway-Wagar (Properties) Inc.	8GWN000008451	Bus Escort/Monitor	Seasonal Part-Time	Peterborough		05/10/2023	Active
282	Core	Trentway-Wagar (Properties) Inc.	8GWN000008453	Bus Escort/Monitor	Seasonal Part-Time	Toronto		10/10/2023	Active
283	Core	Trentway-Wagar (Properties) Inc.	8GWN000008454	Coach Driver	Regular Part-Time	Kingston	ATU	13/10/2023	Active
284	Core	Trentway-Wagar (Properties) Inc.	8GWN000008456	Baggage Handler	Regular Part-Time	Toronto		20/10/2023	Active
285	Core	Trentway-Wagar (Properties) Inc.	8GWN000007302	Charter Sales Rep	Regular Full-Time	Peterborough		23/10/2023	Active
286	Core	Trentway-Wagar (Properties) Inc.	8GWN000008457	Coach Driver	Regular Part-Time	Toronto	ATU	24/10/2023	Active
287	Core	Trentway-Wagar (Properties) Inc.	8GWN000008460	Operations Assistant	Regular Full-Time	Peterborough		25/10/2023	Active
288	Core	Trentway-Wagar (Properties) Inc.	8GWN000008462	Coach Driver	Regular Full-Time	Kingston	ATU	30/10/2023	Active
289	Core	Trentway-Wagar (Properties) Inc.	8GWN000008463	Coach Driver	Regular Full-Time	Kingston	ATU	30/10/2023	Active
290	Core	Trentway-Wagar (Properties) Inc.	8GWN000008464	Accounts Payable Clerk	Regular Full-Time	Peterborough		06/11/2023	Active
291	Core	Trentway-Wagar (Properties) Inc.	8GWN000008465	Handyman	Regular Full-Time	Montreal	CSN	06/11/2023	Active

SCHEDULE 2.1(A): ASSETS OF NON-SELLER ENTITIES

Owned Real Property:

1. The real property owned by So. Orange Ave Bus Association located at 1136-1146 South Orange Avenue, Newark, NJ 07106.

Vehicles:

1. Those Vehicles set forth on Schedule 4.10(a) that are indicated thereon as being titled in the name of Coach Leasing, Inc., CAM Leasing, LLC, Megabus Southeast, LLC, or TRT Transportation.

SCHEDULE 2.1(a): EQUIPMENT

All Equipment not otherwise listed on the attachment hereto located at the Owned Real Property and real property that is the subject of the Assumed Real Property Leases at Closing, including but not limited to the attached.

Schedule 2.1(a): Equipment - US

Company #	Location Name	Category	Account #	Account #	Segment	Asset #	Description	In Service	Method	Yr.Mo	Cost	Monthly Depn	YTD Depreciation	Accumulated Depreciation	NBV
0040	Coach USA, Inc	IT Software	2255	2355	110927	286623	286623-ORACLE	31-Oct-21	STL	0.01	6,251	-	-	6,251	-
0040	Coach USA, Inc	IT Software	2255	2355	123035	286626	286626-SOFTWARE	31-Oct-21	STL	0.01	4,277	-	-	4,277	-
0040	Coach USA, Inc	IT Software	2255	2355	123134	286627	286627-ORACLE SOF	31-Oct-21	STL	0.01	1,579	-	-	1,579	-
0040	Coach USA, Inc	IT Software	2255	2355	123311	286629	286629-VERYSYS SO	31-Oct-21	STL	0.01	1,250	-	-	1,250	-
0040	Coach USA, Inc	IT Software	2255	2355	123507	286630	286630-VERYSYS SO	31-Oct-21	STL	0.01	1,283	-	-	1,283	-
0040	Coach USA, Inc	IT Software	2255	2355	123816	286632	286632-FLEET ANYW	31-Oct-21	STL	0.01	2,204	-	-	2,204	-
0040	Coach USA, Inc	IT Software	2255	2355	124378	286633	286633-MSELECT OF	31-Oct-21	STL	0.01	1,020	-	-	1,020	-
0040	Coach USA, Inc	IT Software	2255	2355	124989	286634	286634-ORACLE LIC	31-Oct-21	STL	0.01	2,369	-	-	2,369	-
0040	Coach USA, Inc	Communication Equipment	2260	2360	248488	286816	286816-SAUCON DRI	31-Oct-21	STL	1.05	122,268	-	-	122,268	-
0040	Coach USA, Inc	Furniture & Fixtures	2270	2370	229488	286768	286768-WORKSTATIO	31-Oct-21	STL	5.09	16,514	170	510	9,716	6,798
0040	Coach USA, Inc	Other	2299	2399	228489	286765	286765-DRIVER TRA	31-Oct-21	STL	0.04	46,956	-	-	46,956	-
0040	Coach USA, Inc	Other	2299	2399	237504	286790	286790-CUSTOM DES	31-Oct-21	STL	0.1	43,602	-	-	43,602	-
1040	Community	Leasehold Improvements	2210	2310	281490	286879	286879-UPDATE MEN	31-Jul-21	STL	15	11,915	66	199	2,118	9,797
1040	Community	Shop / Garage Equipment	2225	2325	207629	286689	286689-POWERBOSS	31-Oct-21	STL	3.06	3,065	43	128	2,510	555
1040	Community	Shop / Garage Equipment	2225	2325	207630	286690	286690-FUEL DISPE	31-Oct-21	STL	3.06	1,785	25	75	1,462	323
1040	Community	Shop / Garage Equipment	2225	2325	207714	286696	286696-STERTIL-KO	31-Oct-21	STL	4.07	8,420	100	299	5,829	2,591
1040	Community	Shop / Garage Equipment	2225	2325	208019	286707	286707-FUEL FOCUS	31-Oct-21	STL	4.07	7,073	84	251	4,896	2,176
1040	Community	Shop / Garage Equipment	2225	2325	219516	286749	286749-STERTIL KO	31-Oct-21	STL	6.08	6,736	62	187	3,561	3,175
1043	Community	IT Hardware	2250	2350	263526	286841	286841-HANDHELD S	31-Oct-21	STL	1.05	1,364	-	-	1,364	-
1043	Community	IT Software	2255	2355	238489	286792	286792-IDS ELECTR	31-Oct-21	STL	1	1,546	-	-	1,546	-
1043	Community	Communication Equipment	2260	2360	215490	286735	286735-ON BOARD V	31-Oct-21	STL	0.01	3,736	-	-	3,736	-
1043	Community	Communication Equipment	2260	2360	248487	286815	286815-WIFI FOR 7	31-Oct-21	STL	0.04	2,683	-	-	2,683	-
1044	Community	Communication Equipment	2260	2360	215491	286736	286736-ON BOARD C	31-Oct-21	STL	0.01	21,057	-	-	21,057	-
1044	Community	Communication Equipment	2260	2360	281491	286880	286880-VIDEO CAME	30-Jun-21	STL	3	23,264	646	1,939	21,325	1,939
1120	Dillons	Leasehold Improvements	2210	2310	227487	284583	284583-SHOP FACIL	31-Oct-21	STL	5.05	11,015	116	349	6,825	4,191
1120	Dillons	Leasehold Improvements	2210	2310	281488	286877	286877-FRENCH DRA	4-May-21	STL	15	15,675	87	261	2,961	12,714
1120	Dillons	Leasehold Improvements	2210	2310	NA	286893	286893-REPAIR DAM	1-Jan-22	STL	15	14,800	82	247	2,138	12,662
1120	Dillons	Shop / Garage Equipment	2225	2325	207985	286706	286706-(4) STERTI	31-Oct-21	STL	4.07	8,757	104	311	6,062	2,695
1120	Dillons	Shop / Garage Equipment	2225	2325	236487	286784	286784-ATLANTIC L	31-Oct-21	STL	7.08	6,736	56	169	3,183	3,553
1120	Dillons	Communication Equipment	2260	2360	207063	286673	286673-TWO WAY RA	31-Oct-21	STL	0.01	1,562	-	-	1,562	-
1120	Dillons	Communication Equipment	2260	2360	207914	286704	286704-GPS SYSTEM	31-Oct-21	STL	0.01	1,596	-	-	1,596	-
1120	Dillons	Communication Equipment	2260	2360	211505	286732	286732-AVAYA OFFI	31-Oct-21	STL	0.01	1,766	-	-	1,766	-
1120	Dillons	Communication Equipment	2260	2360	246492	286813	286813-6 DATATRAX	31-Oct-21	STL	1.05	1,596	-	-	1,596	-
1120	Dillons	Communication Equipment	2260	2360	281489	286878	286878-SECURITY C	1-Jan-21	STL	3	40,919	-	-	40,919	-
7010	Elko	Building & Improvements	2210	2310	206408	284537	284537-4105 West	31-Oct-21	STL	28	954,525	2,651	7,954	140,609	813,916
7010	Elko	Building & Improvements	2210	2310	207686	284552	284552-CONCRETE S	31-Oct-21	STL	0.05	18,490	-	-	18,490	-
7010	Elko	Building & Improvements	2210	2310	207687	284553	284553-INSPECTION	31-Oct-21	STL	0.05	19,670	-	-	19,670	-
7010	Elko	Building & Improvements	2210	2310	207688	284554	284554-PARKING LO	31-Oct-21	STL	0.05	4,721	-	-	4,721	-
7010	Elko	Building & Improvements	2210	2310	207689	284555	284555-SHOP DOORS	31-Oct-21	STL	0.05	3,029	-	-	3,029	-
7010	Elko	Building & Improvements	2210	2310	207922	284560	284560-WINNEMUCCA	31-Oct-21	STL	0.05	18,490	-	-	18,490	-
7010	Elko	Building & Improvements	2210	2310	210509	284569	284569-FACILITY R	31-Oct-21	STL	0.11	47,208	-	-	47,208	-
7010	Elko	Leasehold Improvements	2210	2310	237502	284589	284589-ELKO/NEWMO	31-Oct-21	STL	6	393,402	3,879	11,636	226,622	166,779
7010	Elko	Leasehold Improvements	2210	2310	248507	284595	284595-ELKO/WINNE	31-Oct-21	STL	6.07	37,373	344	1,032	20,173	17,200
7010	Elko	Building & Improvements	2210	2310	281492	286881	286881-WATER LINE	1-Jan-21	STL	15	153,827	855	2,564	32,475	121,352
7010	Elko	Building & Improvements	2210	2310	281493	286882	286882-WATER LINE	1-Jan-21	STL	15	107,960	600	1,799	22,792	85,168
7010	Elko	Building & Improvements	2210	2310	281495	286884	286884-IT UPGRADE	31-Dec-21	STL	1	26,430	-	-	26,430	-
7010	Elko	Building & Improvements	2210	2310	281496	286885	286885-IT UPGRADE	31-Dec-21	STL	15	44,720	248	745	6,722	37,998
7010	Elko	Building & Improvements	2210	2310	281497	286886	286886-HVAC SYSTE	31-Jul-21	STL	15	11,503	64	192	2,045	9,458
7010	Elko	Building & Improvements	2210	2310	281498	286887	286887-MINI SPLIT	31-Jul-21	STL	15	9,066	50	151	1,612	7,454
7010	Elko	Building & Improvements	2210	2310	281499	286888	286888-ELECTRICAL	31-Jul-21	STL	15	30,595	170	510	5,439	25,156
7010	Elko	Shop / Garage Equipment	2225	2325	207061	286672	286672-BOBCAT SKI	31-Oct-21	STL	3.06	7,073	98	295	5,793	1,280
7010	Elko	Shop / Garage Equipment	2225	2325	207682	286694	286694-(4) STERTI	31-Oct-21	STL	4.07	8,420	100	299	5,829	2,591
7010	Elko	Shop / Garage Equipment	2225	2325	207685	286695	286695-FUEL TANK	31-Oct-21	STL	4.07	28,291	335	1,004	19,586	8,705
7010	Elko	Shop / Garage Equipment	2225	2325	208201	286718	286718-(4) STERTI	31-Oct-21	STL	5.07	10,104	106	317	6,089	4,015
7010	Elko	Shop / Garage Equipment	2225	2325	211504	286731	286731-VIGIL SYST	31-Oct-21	STL	5.07	11,451	120	359	6,901	4,551

7010	Elko	Shop / Garage Equipment	2225	2325	217516	286746	286746-HEAVY DUTY	31-Oct-21	STL	6.08	1,987	18	55	1,051	937
7010	Elko	Shop / Garage Equipment	2225	2325	217518	286747	286747-2006 CATER	31-Oct-21	STL	6.08	3,705	34	103	1,959	1,746
7010	Elko	Shop / Garage Equipment	2225	2325	229493	286771	286771-3 OVERHEAD	31-Oct-21	STL	6.08	2,998	28	83	1,585	1,413
7010	Elko	Shop / Garage Equipment	2225	2325	237503	286789	286789-CAT SKID S	31-Oct-21	STL	7.08	10,441	87	262	4,933	5,508
7010	Elko	Shop / Garage Equipment	2225	2325	253489	286827	286827-HUNTER HD	31-Oct-21	STL	8.09	14,819	112	337	6,285	8,534
7010	Elko	Shop / Garage Equipment	2225	2325	253490	286828	286828-STERTIL-KO	31-Oct-21	STL	8.09	13,809	105	314	5,856	7,953
7010	Elko	Shop / Garage Equipment	2225	2325	267489	286849	286849-STERTIL-KO	31-Oct-21	STL	2.08	42,400	707	2,120	40,280	2,120
7010	Elko	Shop / Garage Equipment	2225	2325	268492	286850	286850-STERTIL-KO	31-Oct-21	STL	2.09	5,105	85	255	4,765	340
7010	Elko	Shop / Garage Equipment	2225	2325	270500	286858	286858-MITSUBISHI	31-Oct-21	STL	3.02	17,602	293	880	14,962	2,640
7010	Elko	Communication Equipment	2260	2360	281494	286883	286883-CELL PHONE	1-Jan-21	STL	3	73,014	-	2,028	73,014	-
7010	Elko	Land	2201	2399	205560	286872	286872-4105 WEST	31-Oct-21	STL	0.01	570,244	-	-	-	570,244
1045	IT	Shop / Garage Equipment	2225	2325	208020	286708	286708-FUEL FOCUS	31-Oct-21	STL	4.07	7,073	84	251	4,896	2,176
1045	IT	IT Hardware	2250	2350	207605	286685	286685-SERVERS FO	31-Oct-21	STL	0.01	4,658	-	-	4,658	-
1045	IT	IT Hardware	2250	2350	207606	286686	286686-(309) PC'S	31-Oct-21	STL	0.01	1,763	-	-	1,763	-
1045	IT	IT Hardware	2250	2350	207607	286687	286687-COPORATE S	31-Oct-21	STL	0.01	1,863	-	-	1,863	-
1045	IT	IT Hardware	2250	2350	207655	286692	286692-SERVERS ST	31-Oct-21	STL	0.01	2,396	-	-	2,396	-
1045	IT	IT Hardware	2250	2350	216486	286738	286738-EMC NJ & T	31-Oct-21	STL	0.01	31,609	-	-	31,609	-
1045	IT	IT Hardware	2250	2350	216493	286743	286743-PARAMUS OF	31-Oct-21	STL	0.01	6,322	-	-	6,322	-
1045	IT	IT Hardware	2250	2350	216494	286744	286744-PARAMUS OF	31-Oct-21	STL	0.01	8,651	-	-	8,651	-
1045	IT	IT Hardware	2250	2350	216495	286745	286745-PARAMUS OF	31-Oct-21	STL	0.01	6,654	-	-	6,654	-
1045	IT	IT Hardware	2250	2350	229500	286776	286776-FIREWALL,	31-Oct-21	STL	0.01	6,654	-	-	6,654	-
1045	IT	IT Hardware	2250	2350	243488	286797	286797-DATACENTER	31-Oct-21	STL	1.05	46,581	-	-	46,581	-
1045	IT	IT Hardware	2250	2350	243489	286798	286798-NETWORK HA	31-Oct-21	STL	1.05	8,984	-	-	8,984	-
1045	IT	IT Hardware	2250	2350	243490	286799	286799-DATA CENTE	31-Oct-21	STL	1.05	14,640	-	-	14,640	-
1045	IT	IT Hardware	2250	2350	243491	286800	286800-PCS PARAMU	31-Oct-21	STL	1.05	3,227	-	-	3,227	-
1045	IT	IT Hardware	2250	2350	243493	286802	286802-PCS ANAHEI	31-Oct-21	STL	1.05	6,654	-	-	6,654	-
1045	IT	IT Hardware	2250	2350	243494	286803	286803-PCS ALL WE	31-Oct-21	STL	1.05	2,229	-	-	2,229	-
1045	IT	IT Hardware	2250	2350	243495	286804	286804-PCS ELIZAB	31-Oct-21	STL	1.05	2,196	-	-	2,196	-
1045	IT	IT Hardware	2250	2350	243496	286805	286805-PCS ELKO	31-Oct-21	STL	1.05	1,597	-	-	1,597	-
1045	IT	IT Hardware	2250	2350	243497	286806	286806-PCS LANDOV	31-Oct-21	STL	1.05	1,797	-	-	1,797	-
1045	IT	IT Hardware	2250	2350	243498	286807	286807-PCS DILLON	31-Oct-21	STL	1.05	1,797	-	-	1,797	-
1045	IT	IT Hardware	2250	2350	243499	286808	286808-PCS BUTLER	31-Oct-21	STL	1.05	2,595	-	-	2,595	-
1045	IT	IT Hardware	2250	2350	243500	286809	286809-PCS LENZNE	31-Oct-21	STL	1.05	5,989	-	-	5,989	-
1045	IT	IT Hardware	2250	2350	248511	286821	286821-PCS ACL OF	31-Oct-21	STL	1.05	2,163	-	-	2,163	-
1045	IT	IT Hardware	2250	2350	248513	286823	286823-PCS KERRVI	31-Oct-21	STL	1.01	6,654	-	-	6,654	-
1045	IT	IT Hardware	2250	2350	249487	286824	286824-PCS POWDER	31-Oct-21	STL	1.05	3,660	-	-	3,660	-
1045	IT	IT Hardware	2250	2350	262491	286833	286833-PC REFRESH	31-Oct-21	STL	1.09	2,063	-	-	2,063	-
1045	IT	IT Hardware	2250	2350	262492	286834	286834-NETSCOUT N	31-Oct-21	STL	1.1	12,311	-	-	12,311	-
1045	IT	IT Hardware	2250	2350	262493	286835	286835-PC REFRESH	31-Oct-21	STL	1.11	39,927	-	-	39,927	-
1045	IT	IT Hardware	2250	2350	264498	286843	286843-DATACENTER	31-Oct-21	STL	1.06	5,656	-	-	5,656	-
1045	IT	IT Hardware	2250	2350	271490	286859	286859-SERVERS FO	31-Oct-21	STL	3.03	338,501	5,642	16,925	282,084	56,417
1045	IT	IT Hardware	2250	2350	271491	286860	286860-ORBIT PROJ	31-Oct-21	STL	3.03	683,610	11,394	34,181	569,675	113,935
1045	IT	IT Hardware	2250	2350	NA	292496	292496-(200) LENO	1-Jan-22	STL	5	231,151	3,853	11,558	100,166	130,986
1045	IT	IT Hardware	2250	2350	NA	292497	292497-NETWORK SW	1-Jan-22	STL	5	14,628	244	731	6,339	8,289
1045	IT	IT Hardware	2250	2350	NA	292499	292499-NETWORK UP	31-Aug-22	STL	5	44,895	748	2,245	14,217	30,678
1045	IT	IT Hardware	2250	2350	NA	292500	292500-SHOP TOUGH	31-Jul-22	STL	3	30,759	914	2,742	16,137	14,622
1045	IT	IT Hardware	2250	2350	NA	292501	292501-NETWORK EQ	31-Jul-22	STL	5	24,808	429	1,287	7,651	17,158
1045	IT	IT Hardware	2250	2350	205400	286656	286656-DEVELOPMEN	31-Oct-21	STL	0.01	1,431	-	-	1,431	-
1045	IT	IT Hardware	2250	2350	243492	286801	286801-HANDHELD S	31-Oct-21	STL	1.05	7,320	-	-	7,320	-
1045	IT	IT Hardware	2250	2350	279488	286865	286865-INSTALLATI	31-Oct-21	STL	3.1	57,547	1,199	3,597	37,166	20,381
1045	IT	IT Software	2255	2355	NA	296488	296488-ORACLE APP	31-May-23	STL	3	29,769	827	2,481	8,269	21,500
1045	IT	IT Software	2255	2355	NA	296489	296489-ORACLE LIC	31-May-23	STL	3	120,095	3,336	10,008	33,360	86,735
1045	IT	IT Software	2255	2355	139687	286644	286644-MEGABUS RE	31-Oct-21	STL	0.01	4,606	-	-	4,606	-
1045	IT	IT Software	2255	2355	203420	286645	286645-UPGRADE TO	31-Oct-21	STL	0.01	2,928	-	-	2,928	-
1045	IT	IT Software	2255	2355	207164	286677	286677-MICROSOFT	31-Oct-21	STL	0.01	3,619	-	-	3,619	-
1045	IT	IT Software	2255	2355	207603	286684	286684-DISTINCTIV	31-Oct-21	STL	0.01	1,119	-	-	1,119	-
1045	IT	IT Software	2255	2355	229499	286775	286775-COACH USA	31-Oct-21	STL	2.07	36,190	585	1,754	35,021	1,169
1045	IT	IT Software	2255	2355	229501	286777	286777-ARUBA CLEA	31-Oct-21	STL	0.01	1,612	-	-	1,612	-
1045	IT	IT Software	2255	2355	229504	286779	286779-EVOLVIEIP/I	31-Oct-21	STL	0.01	1,579	-	-	1,579	-
1045	IT	IT Software	2255	2355	243501	286810	286810-MICROSOFT	31-Oct-21	STL	1.05	39,480	-	-	39,480	-
1045	IT	IT Software	2255	2355	248510	286820	286820-CHARTER WE	31-Oct-21	STL	3.03	6,580	95	286	5,627	953

1045	IT	IT Software	2255	2355	262494	286836	286836-COACH USA	31-Oct-21	STL	1.06	5,264	-	-	5,264	-
1045	IT	IT Software	2255	2355	262495	286837	286837-E-TICKETIN	31-Oct-21	STL	1.06	12,831	-	-	12,831	-
1045	IT	IT Software	2255	2355	NA	292498	292498-FUEL FOCUS	1-Jan-22	STL	3	39,987	1,111	3,332	28,880	11,108
1045	IT	Communication Equipment	2260	2360	270496	286856	286856-INSTALL NE	31-Oct-21	STL	1.01	43,780	-	-	43,780	-
1045	IT	Communication Equipment	2260	2360	270497	286857	286857-BUILD OUT	31-Oct-21	STL	1.01	6,607	-	-	6,607	-
1045	IT	Communication Equipment	2260	2360	272489	286863	286863-AIRWATCH F	31-Oct-21	STL	0.01	13,500	-	-	13,500	-
1045	IT	Office Equipment	2265	2365	205225	286654	286654-BACKUP GEN	31-Oct-21	STL	0.01	1,711	-	-	1,711	-
1045	IT	Furniture & Fixtures	2270	2370	248512	286822	286822-OFFICE FUR	31-Oct-21	STL	6.1	4,674	43	128	2,411	2,263
1045	IT	Other	2299	2399	248509	286819	286819-PHOTOSHOOT	31-Oct-21	STL	0.06	19,000	-	-	19,000	-
1037	Olympia	Shop / Garage Equipment	2225	2325	206937	286668	286668-FUEL FOCUS	31-Oct-21	STL	3.06	6,736	94	281	5,517	1,219
1037	Olympia	Shop / Garage Equipment	2225	2325	203523	286649	286649-6 MOBILE C	31-Oct-21	STL	0.04	5,389	-	-	5,389	-
1037	Olympia	Shop / Garage Equipment	2225	2325	205382	286655	286655-NEW DIESEL	31-Oct-21	STL	2.06	6,736	110	331	6,626	110
1037	Olympia	Communication Equipment	2260	2360	207854	286701	286701-VEHICLE CA	31-Oct-21	STL	0.01	1,291	-	-	1,291	-
1037	Olympia	Furniture & Fixtures	2270	2370	123225	286628	286628-OFFICE FUR	31-Oct-21	STL	0.01	1,807	-	-	1,807	-
1037	Olympia	Other	2299	2399	211496	286730	286730-(10) DATAT	31-Oct-21	STL	0.01	1,207	-	-	1,207	-
1055	Perfect Body	Leasehold Improvements	2210	2310	204800	284529	284529-NORTH BERG	31-Oct-21	STL	0.01	6,688	-	-	6,688	-
1055	Perfect Body	Shop / Garage Equipment	2225	2325	207628	286688	286688-(2) STERTI	31-Oct-21	STL	3.06	3,705	52	155	3,034	670
1055	Perfect Body	Shop / Garage Equipment	2225	2325	NA	288488	288488-WHEEL POLI	31-Jan-22	STL	5	6,334	106	317	2,745	3,589
1030	Rockland	Shop / Garage Equipment	2225	2325	231501	286781	286781-BRUSHES FO	31-Oct-21	STL	7.08	1,886	16	47	891	995
1030	Rockland	Motorcoach	2231	2331	262490	286474	286474-SIGNAGE ON	31-Oct-21	STL	6.06	26,742	246	738	14,687	12,055
1200	Shortline	Building & Improvements	2205	2305	207640	284549	284549-CHESTER BU	31-Oct-21	STL	24.02	1,204,622	3,350	10,051	330,157	874,465
1200	Shortline	Leasehold Improvements	2210	2310	121219	284490	284490-ENLARGE CH	31-Oct-21	STL	0.01	1,534	-	-	1,534	-
1200	Shortline	Leasehold Improvements	2210	2310	121861	284491	284491-GARAGE DOO	31-Oct-21	STL	0.01	1,220	-	-	1,220	-
1200	Shortline	Leasehold Improvements	2210	2310	122026	284492	284492-PARKING LO	31-Oct-21	STL	0.01	2,006	-	-	2,006	-
1200	Shortline	Leasehold Improvements	2210	2310	124583	284498	284498-GARAGE REB	31-Oct-21	STL	0.01	18,490	-	-	18,490	-
1200	Shortline	Leasehold Improvements	2210	2310	124585	284499	284499-MAHWAH SEW	31-Oct-21	STL	0.01	4,327	-	-	4,327	-
1200	Shortline	Leasehold Improvements	2210	2310	124717	284500	284500-BUILDING I	31-Oct-21	STL	0.01	7,081	-	-	7,081	-
1200	Shortline	Leasehold Improvements	2210	2310	125279	284501	284501-BUILDING I	31-Oct-21	STL	0.01	2,990	-	-	2,990	-
1200	Shortline	Leasehold Improvements	2210	2310	135354	284504	284504-LEASEHOLD	31-Oct-21	STL	0.01	1,180	-	-	1,180	-
1200	Shortline	Leasehold Improvements	2210	2310	138004	284505	284505-MAHWAH NJ	31-Oct-21	STL	0.01	1,849	-	-	1,849	-
1200	Shortline	Leasehold Improvements	2210	2310	138078	284506	284506-MAHWAH NJ	31-Oct-21	STL	0.01	3,069	-	-	3,069	-
1200	Shortline	Leasehold Improvements	2210	2310	226495	284582	284582-MAHWAH IMP	31-Oct-21	STL	5.03	33,046	357	1,070	20,924	12,122
1200	Shortline	Leasehold Improvements	2210	2310	228486	284584	284584-LED LIGHTI	31-Oct-21	STL	5.03	12,982	140	420	8,220	4,762
1201	Shortline	Leasehold Improvements	2210	2310	117947	284489	284489-NEW ROOF	31-Oct-21	STL	0.01	5,508	-	-	5,508	-
1201	Shortline	Leasehold Improvements	2210	2310	139645	284520	284520-46TH ST GA	31-Oct-21	STL	0.01	1,928	-	-	1,928	-
1211	Shortline	Leasehold Improvements	2210	2310	207060	284547	284547-TERMINAL I	31-Oct-21	STL	1.05	13,769	-	-	13,769	-
1211	Shortline	Leasehold Improvements	2210	2310	264495	284600	284600-REGRADE BU	31-Oct-21	STL	1.05	16,129	-	-	16,129	-
1212	Shortline	Leasehold Improvements	2210	2310	205442	284535	284535-CONCRETE W	31-Oct-21	STL	0.01	2,400	-	-	2,400	-
1212	Shortline	Leasehold Improvements	2210	2310	248506	284594	284594-LEASEHOLD	31-Oct-21	STL	0.01	35,013	-	-	35,013	-
1200	Shortline	Shop / Garage Equipment	2225	2325	109573	286622	286622-FUEL TANK	31-Oct-21	STL	0.01	1,751	-	-	1,751	-
1200	Shortline	Shop / Garage Equipment	2225	2325	138481	286640	286640-OIL WATER	31-Oct-21	STL	0.01	1,549	-	-	1,549	-
1200	Shortline	Shop / Garage Equipment	2225	2325	139650	286642	286642-6 SETS OF	31-Oct-21	STL	0.04	21,555	-	-	21,555	-
1200	Shortline	Shop / Garage Equipment	2225	2325	139684	286643	286643-2 SETS OF	31-Oct-21	STL	0.04	6,062	-	-	6,062	-
1200	Shortline	Shop / Garage Equipment	2225	2325	207795	286698	286698-EMPIRE FOR	31-Oct-21	STL	4.07	2,863	34	102	1,982	881
1200	Shortline	Shop / Garage Equipment	2225	2325	208021	286709	286709-FUEL FOCUS	31-Oct-21	STL	4.07	9,094	108	323	6,295	2,798
1200	Shortline	Shop / Garage Equipment	2225	2325	263523	286838	286838-NEW TRAILE	31-Oct-21	STL	8.09	16,166	123	368	6,856	9,310
1200	Shortline	Shop / Garage Equipment	2225	2325	203501	286647	286647-Bush Wash-	31-Oct-21	STL	0.04	6,062	-	-	6,062	-
1200	Shortline	IT Hardware	2250	2350	203568	286650	286650-WAYFARER	31-Oct-21	STL	0.01	4,325	-	-	4,325	-
1200	Shortline	Furniture & Fixtures	2270	2370	207796	286699	286699-FURNITURE	31-Oct-21	STL	2.08	34,275	546	1,639	32,635	1,639
1200	Shortline	Furniture & Fixtures	2270	2370	227484	286762	286762-MISC OFFIC	31-Oct-21	STL	5.08	1,870	19	58	1,112	757
1200	Shortline	Furniture & Fixtures	2270	2370	228485	286763	286763-OFFICE FUR	31-Oct-21	STL	5.08	5,609	58	175	3,336	2,272
1200	Shortline	Land	2201	2399	139177	286871	286871-LAND CHEST	31-Oct-21	STL	0.01	2,925,000	-	-	-	2,925,000
1201	Shortline	Land	2201	2399	229486	286876	286876-MIDDLETOWN	31-Oct-21	STL	0.01	100,000	-	-	-	100,000
1060	Suburban	Leasehold Improvements	2210	2310	124458	284494	284494-PARTS ROOM	31-Oct-21	STL	0.01	1,259	-	-	1,259	-
1060	Suburban	Leasehold Improvements	2210	2310	124459	284495	284495-NEW BRUNSW	31-Oct-21	STL	0.01	2,124	-	-	2,124	-
1060	Suburban	Leasehold Improvements	2210	2310	124460	284496	284496-PARKING LO	31-Oct-21	STL	0.01	2,164	-	-	2,164	-
1060	Suburban	Leasehold Improvements	2210	2310	138674	284512	284512-OIL WATER	31-Oct-21	STL	0.01	1,338	-	-	1,338	-
1060	Suburban	Leasehold Improvements	2210	2310	203463	284523	284523-BUILDING P	31-Oct-21	STL	3.11	2,872	37	112	2,202	669
1060	Suburban	Leasehold Improvements	2210	2310	205102	284531	284531-FUEL TANK	31-Oct-21	STL	0.01	1,810	-	-	1,810	-
1060	Suburban	Leasehold Improvements	2210	2310	205380	284533	284533-RENOVATION	31-Oct-21	STL	5.07	24,391	253	758	14,793	9,598
1060	Suburban	Leasehold Improvements	2210	2310	207815	284556	284556-MECHANICS	31-Oct-21	STL	7.08	29,899	247	740	14,363	15,536

1060	Suburban	Leasehold Improvements	2210	2310	215485	284572	284572-ELECTRICAL	31-Oct-21	STL	8.06	20,457	156	469	9,054	11,403
1060	Suburban	Leasehold Improvements	2210	2310	268489	284604	284604-EXTERIOR B	31-Oct-21	STL	2.07	79,954	1,333	3,998	77,289	2,665
1060	Suburban	Leasehold Improvements	2210	2310	270493	284612	284612-POTHOLE RE	31-Oct-21	STL	8.01	52,515	438	1,313	22,756	29,758
1060	Suburban	Shop / Garage Equipment	2225	2325	215486	286734	286734-BUS WASH S	31-Oct-21	STL	6.08	24,250	224	672	12,820	11,430
1060	Suburban	Shop / Garage Equipment	2225	2325	203461	286646	286646-Steril Ko	31-Oct-21	STL	0.04	3,132	-	-	3,132	-
1060	Suburban	Shop / Garage Equipment	2225	2325	206620	286659	286659-2 SETS OF	31-Oct-21	STL	2.06	10,104	166	497	9,938	166
1060	Suburban	IT Hardware	2250	2350	210489	286728	286728-ELECTRONIC	31-Oct-21	STL	0.11	6,322	-	-	6,322	-
1060	Suburban	IT Hardware	2250	2350	229495	286773	286773-IDS TICKET	31-Oct-21	STL	0.04	14,973	-	-	14,973	-
1060	Suburban	IT Software	2255	2355	229496	286774	286774-IDS TICKET	31-Oct-21	STL	2.02	24,346	-	-	24,346	-
1060	Suburban	IT Software	2255	2355	238490	286793	286793-IDS ELECTR	31-Oct-21	STL	0.05	8,554	-	-	8,554	-
1060	Suburban	Furniture & Fixtures	2270	2370	244487	286811	286811-Installati	31-Oct-21	STL	6.09	13,398	123	370	6,980	6,419
3050	Van Galder	Leasehold Improvements	2210	2310	123757	284493	284493-ROCKFORD A	31-Oct-21	STL	0.01	13,376	-	-	13,376	-
3050	Van Galder	Leasehold Improvements	2210	2310	138221	284508	284508-BUS MAINTA	31-Oct-21	STL	0.01	4,327	-	-	4,327	-
3050	Van Galder	Leasehold Improvements	2210	2310	138550	284509	284509-BUILDING A	31-Oct-21	STL	0.01	2,793	-	-	2,793	-
3050	Van Galder	Leasehold Improvements	2210	2310	138659	284511	284511-ASPHALT PA	31-Oct-21	STL	0.01	2,360	-	-	2,360	-
3050	Van Galder	Leasehold Improvements	2210	2310	138697	284513	284513-NEW ROOF O	31-Oct-21	STL	0.03	2,832	-	-	2,832	-
3050	Van Galder	Leasehold Improvements	2210	2310	138874	284516	284516-DRIVER BRE	31-Oct-21	STL	0.01	4,327	-	-	4,327	-
3050	Van Galder	Leasehold Improvements	2210	2310	139166	284517	284517-2008 PARKI	31-Oct-21	STL	0.01	1,377	-	-	1,377	-
3050	Van Galder	Leasehold Improvements	2210	2310	203445	284521	284521-2010 Roadw	31-Oct-21	STL	0.01	2,242	-	-	2,242	-
3050	Van Galder	Leasehold Improvements	2210	2310	203446	284522	284522-2010 ROADW	31-Oct-21	STL	0.01	2,832	-	-	2,832	-
3050	Van Galder	Leasehold Improvements	2210	2310	204740	284527	284527-ROOF REPLA	31-Oct-21	STL	0.01	6,294	-	-	6,294	-
3050	Van Galder	Leasehold Improvements	2210	2310	206467	284539	284539-2012 SOUTH	31-Oct-21	STL	5.1	7,081	71	214	4,163	2,918
3050	Van Galder	Leasehold Improvements	2210	2310	207816	284557	284557-2014 RKFRD	31-Oct-21	STL	0.05	4,327	-	-	4,327	-
3050	Van Galder	Leasehold Improvements	2210	2310	209473	284567	284567-2015 PARKI	31-Oct-21	STL	0.05	2,951	-	-	2,951	-
3050	Van Galder	Leasehold Improvements	2210	2310	209481	284568	284568-2015 OFFIC	31-Oct-21	STL	0.05	5,114	-	-	5,114	-
3050	Van Galder	Leasehold Improvements	2210	2310	210510	284570	284570-2015 ASPHA	31-Oct-21	STL	0.05	2,360	-	-	2,360	-
3050	Van Galder	Leasehold Improvements	2210	2310	216492	284574	284574-LIGHTING U	31-Oct-21	STL	0.05	6,688	-	-	6,688	-
3050	Van Galder	Leasehold Improvements	2210	2310	223506	284579	284579-JANESVILLE	31-Oct-21	STL	0.05	1,770	-	-	1,770	-
3050	Van Galder	Leasehold Improvements	2210	2310	243502	284592	284592-PARKING GA	31-Oct-21	STL	11.06	22,300	133	398	7,587	14,443
3050	Van Galder	Leasehold Improvements	2210	2310	266489	284602	284602-LED LIGHTI	31-Oct-21	STL	12.07	19,841	110	331	6,393	13,448
3050	Van Galder	Leasehold Improvements	2210	2310	268491	284606	284606-PEARL ST O	31-Oct-21	STL	6.08	335,252	3,104	9,313	176,938	158,313
3050	Van Galder	Leasehold Improvements	2210	2310	269551	284608	284608-CONCRETE R	31-Oct-21	STL	6.11	39,427	365	1,095	19,714	19,714
3050	Van Galder	Leasehold Improvements	2210	2310	269552	284609	284609-PARKING LO	31-Oct-21	STL	6.1	10,910	101	303	5,556	5,354
3050	Van Galder	Leasehold Improvements	2210	2310	269553	284610	284610-EXTERIOR D	31-Oct-21	STL	6.1	9,523	88	265	4,850	4,673
3050	Van Galder	Leasehold Improvements	2210	2310	270498	284614	284614-PARKING LO	31-Oct-21	STL	0.02	87,494	-	-	87,494	-
3050	Van Galder	Leasehold Improvements	2210	2310	270499	284615	284615-PARKING LO	31-Oct-21	STL	0.02	38,359	-	-	38,359	-
3050	Van Galder	Shop / Garage Equipment	2225	2325	120735	286624	286624-HETRA LIFT	31-Oct-21	STL	0.01	1,448	-	-	1,448	-
3050	Van Galder	Shop / Garage Equipment	2225	2325	205437	286657	286657-FREON RECO	31-Oct-21	STL	2.06	1,280	21	63	1,259	21
3050	Van Galder	Shop / Garage Equipment	2225	2325	205444	286658	286658-SPEEDY WAS	31-Oct-21	STL	2.06	2,358	39	116	2,319	39
3050	Van Galder	Shop / Garage Equipment	2225	2325	206760	286663	286663-HETRA 4-PO	31-Oct-21	STL	2.06	5,389	88	265	5,300	88
3050	Van Galder	Shop / Garage Equipment	2225	2325	216489	286741	286741-FUEL FOCUS	31-Oct-21	STL	6.08	30,649	283	850	16,203	14,446
3050	Van Galder	Shop / Garage Equipment	2225	2325	229487	286767	286767-E2-4 RO SY	31-Oct-21	STL	6.08	2,627	24	73	1,389	1,238
3050	Van Galder	Shop / Garage Equipment	2225	2325	232492	286783	286783-BITIMEC 10	31-Oct-21	STL	7.08	6,399	54	161	3,024	3,376
3050	Van Galder	Shop / Garage Equipment	2225	2325	263524	286839	286839-STERTIL KO	31-Oct-21	STL	9.03	14,146	103	308	5,716	8,430
3050	Van Galder	IT Hardware	2250	2350	216491	286742	286742-(22) BIP 1	31-Oct-21	STL	0.01	3,660	-	-	3,660	-
3050	Van Galder	IT Software	2255	2355	224488	286760	286760-DISTINCTIV	31-Oct-21	STL	0.01	2,435	-	-	2,435	-
3050	Van Galder	Communication Equipment	2260	2360	210511	286729	286729-(68) DIGIT	31-Oct-21	STL	0.11	2,038	-	-	2,038	-
3050	Van Galder	Communication Equipment	2260	2360	269550	286854	286854-SAUCON TOU	31-Oct-21	STL	0.11	20,678	-	-	20,678	-
3050	Van Galder	Communication Equipment	2260	2360	NA	293488	293488-37 STUDENT	1-Nov-22	STL	3	41,469	1,152	3,456	18,431	23,038
3050	Van Galder	Communication Equipment	2260	2360	254497	286832	286832-SEEING MAC	31-Oct-21	STL	1.05	2,581	-	-	2,581	-
3050	Van Galder	Furniture & Fixtures	2270	2370	209482	286726	286726-2015 OFFIC	31-Oct-21	STL	3.06	7,790	109	327	6,374	1,416
3050	Van Galder	Furniture & Fixtures	2270	2370	268493	286851	286851-FURNITURE-	31-Oct-21	STL	6.08	18,344	170	510	9,682	8,663
3050	Van Galder	Land	2201	2399	123758	286869	286869-ROCKFORD L	31-Oct-21	STL	0.01	560,000	-	-	-	560,000
3030	Wisconsin Coach	Leasehold Improvements	2210	2310	269521	284607	284607-OFFICE REF	31-Oct-21	STL	12.1	24,113	134	402	7,368	16,745
3030	Wisconsin Coach	Shop / Garage Equipment	2225	2325	208033	286713	286713-AIR COMPRE	31-Oct-21	STL	4.07	2,930	35	104	2,029	902
3030	Wisconsin Coach	Shop / Garage Equipment	2225	2325	208344	286720	286720-BUS WASH S	31-Oct-21	STL	5.07	32,333	338	1,014	19,484	12,849
3030	Wisconsin Coach	Shop / Garage Equipment	2225	2325	223504	286750	286750-STERTIL KO	31-Oct-21	STL	6.08	11,451	106	317	6,054	5,397
3030	Wisconsin Coach	Shop / Garage Equipment	2225	2325	228488	286764	286764-(1) SET ST	31-Oct-21	STL	7.08	12,462	104	313	5,888	6,574
3030	Wisconsin Coach	Shop / Garage Equipment	2225	2325	270490	286855	286855-SET OF 4 S	31-Oct-21	STL	3	44,256	738	2,213	39,092	5,163
3030	Wisconsin Coach	IT Hardware	2250	2350	223502	286755	286755-(15) DATAT	31-Oct-21	STL	0.01	2,562	-	-	2,562	-
3030	Wisconsin Coach	IT Software	2255	2355	223503	286756	286756-AIRPORT WE	31-Oct-21	STL	0.01	1,152	-	-	1,152	-

3030	Wisconsin Coach	Communication Equipment	2260	2360	269520	286852	286852-NEW CAMERA	31-Oct-21	STL	0.08	15,036	-	-	15,036	-
1703	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	203502	286648	286648-Bush Wash	31-Oct-21	STL	0.04	12,125	-	-	12,125	-
1703	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	205210	286653	286653-6 STERIL K	31-Oct-21	STL	1.05	7,410	-	-	7,410	-
1703	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	207974	286705	286705-SEFAC DD B	31-Oct-21	STL	4.07	3,705	44	175	2,609	1,096
1703	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	208023	286711	286711-FUEL FOCUS	31-Oct-21	STL	4.07	6,736	80	319	4,743	1,993
1703	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	208194	286715	286715-STERTIL KO	31-Oct-21	STL	5.07	27,618	289	1,155	16,931	10,686
1703	Megabus Northeast, LLC	IT Hardware	2250	2350	216485	286737	286737-MEGABUS DA	31-Oct-21	STL	0.01	11,978	-	-	11,978	-
1703	Megabus Northeast, LLC	IT Hardware	2250	2350	223499	286754	286754-(65) DATAT	31-Oct-21	STL	0.01	7,320	-	-	7,320	-
1703	Megabus Northeast, LLC	IT Software	2255	2355	206625	286660	286660-MEGABUS.CO	31-Oct-21	STL	0.01	39,480	-	-	39,480	-
1703	Megabus Northeast, LLC	Communication Equipment	2260	2360	206730	286661	286661-3 VIGIL SY	31-Oct-21	STL	0.01	1,121	-	-	1,121	-
1706	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	NA	302488	302488-10,000 GAL	31-Jan-24	STL	4	184,400	3,842	11,525	11,525	172,875
1706	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	206731	286662	286662-10 GALLON	31-Oct-21	STL	2.06	12,798	210	839	12,798	-
1711	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	207600	286683	286683-CRANE/LIFT	31-Oct-21	STL	4.07	5,052	60	239	3,557	1,495
1751	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	205101	286652	286652-4 SAFAC MO	31-Oct-21	STL	1.05	1,549	-	-	1,549	-
1751	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	206788	286665	286665-MOBILE GEN	31-Oct-21	STL	2.06	17,514	287	1,148	17,514	-
1751	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	207716	286697	286697-(6) STERTI	31-Oct-21	STL	4.07	10,104	120	478	7,115	2,989
1751	Megabus Northeast, LLC	Shop / Garage Equipment	2225	2325	208024	286712	286712-FUEL FOCUS	31-Oct-21	STL	4.07	5,726	68	271	4,032	1,694

Schedule 2.1(a): Equipment - Canada
AS OF MARCH 31, 2024

Class	Company	Asset Account	Deprec Account	Exp Account	Dept	Asset Description	Asset #	Description	Date Placed In Service	Depreciation Method	Yr. Mo	Cost	Depreciation Amount	YTD Depreciation	Depreciation Reserve	Book Value
COMMUNICATION EQUIPMENT	100	2260	2360	7860	0	264488-SAUCON - U	264488	SAUCON - U	27-Mar-19	STL	3	187,150.67	0	0	187,150.67	0.00
COMMUNICATION EQUIPMENT	100	2260	2360	7860	240	205260-Ptbo Telep	205260	Ptbo Telep	24-Feb-12	STL	5	52,317.63	0	0	52,317.63	0.00
COMMUNICATION EQUIPMENT	100	2260	2360	7860	272	264499-SAUCON - H	264499	SAUCON - H	29-Mar-19	STL	3	19,000.64	0	0	19,000.64	0.00
COMMUNICATION EQUIPMENT	100	2260	2360	7899	0	261488-Seeing Mac	261488	Seeing Mac	31-Aug-18	STL	5	10,961.21	0	730.76	10,961.21	0.00
COMMUNICATION EQUIPMENT	100	2260	2360	7899	0	264487-Seeing Mac	264487	Seeing Mac	31-Mar-19	STL	5	17,605.38	293.48	3,227.68	17,605.38	0.00
												287,035.53	293.48	3,958.44	287,035.53	0.00

COMPUTER HARDWARE	100	2250	2350	7850	0	204781-Vanguard D	204781	Vanguard D	1-Jun-11	STL	5	48,591.34	0	0	48,591.34	0.00
COMPUTER HARDWARE	100	2250	2350	7850	0	207200-WEB TECH -	207200	WEB TECH -	1-Nov-13	STL	5	54,108.05	0	0	54,108.05	0.00
COMPUTER HARDWARE	100	2250	2350	7850	0	207694-Saucon GPS	207694	Saucon GPS	1-May-14	STL	3	12,890.33	0	0	12,890.33	0.00
COMPUTER HARDWARE	100	2250	2350	7850	0	208254-Meraki WiF	208254	Meraki WiF	9-May-15	STL	3	18,431.26	0	0	18,431.26	0.00
COMPUTER HARDWARE	100	2250	2350	7850	0	208354-Wi Fi Rout	208354	Wi Fi Rout	1-Jun-15	STL	5	42,200.00	0	0	42,200.00	0.00
COMPUTER HARDWARE	100	2250	2350	7850	0	268495-WiFi Route	268495	WiFi Route	26-Aug-19	STL	5	18,371.49	306.19	3,368.09	16,840.49	1,531.00
COMPUTER HARDWARE	100	2250	2350	7850	277	11647-MISC - AS/4	11647	MISC - AS/4	19-Oct-95	STL	5	673.65	0	0	673.65	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	11839-Computer Ha	11839	Computer Ha	5-Jan-98	STL	5	21,874.32	0	0	21,874.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	12410-Local Area	12410	Local Area	1-Mar-00	STL	5	23,211.67	0	0	23,211.67	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	12750-Employee Pi	12750	Employee Pi	1-Oct-05	STL	5	8,377.18	0	0	8,377.18	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	12969-Hardware -	12969	Hardware -	21-Apr-07	STL	5	14,580.00	0	0	14,580.00	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13018-Printer - B	13018	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13019-Printer - B	13019	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13020-Printer - B	13020	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13021-Printer - B	13021	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13022-Printer - B	13022	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13023-Printer - B	13023	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13024-Printer - B	13024	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13025-Printer - B	13025	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13026-Printer - B	13026	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13027-Printer - B	13027	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13028-Printer - B	13028	Printer - B	1-Apr-08	STL	3	951.32	0	0	951.32	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13029-Printer - B	13029	Printer - B	1-Apr-08	STL	3	951.31	0	0	951.31	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13030-Printer - B	13030	Printer - B	1-Apr-08	STL	3	951.31	0	0	951.31	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13031-Printer - B	13031	Printer - B	1-Apr-08	STL	3	951.31	0	0	951.31	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13032-Printer - B	13032	Printer - B	1-Apr-08	STL	3	951.31	0	0	951.31	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	13056-Palmtop/Doc	13056	Palmtop/Doc	1-May-08	STL	3	2,023.06	0	0	2,023.06	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	207220-COMPUTERS	207220	COMPUTERS	1-Nov-13	STL	3	5,367.50	0	0	5,367.50	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	207320-COMPUTERS	207320	COMPUTERS	19-Dec-13	STL	3	11,110.00	0	0	11,110.00	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	207321-COMPUTERS	207321	COMPUTERS	19-Dec-13	STL	3	16,770.00	0	0	16,770.00	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	207580-Computer F	207580	Computer F	1-Mar-14	STL	5	22,271.00	0	0	22,271.00	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	207696-WINDOWS 7	207696	WINDOWS 7	1-May-14	STL	3	10,632.50	0	0	10,632.50	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	208154-IT Server	208154	IT Server	30-Apr-15	STL	5	10,176.20	0	0	10,176.20	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	223484-Server - P	223484	Server - P	31-Oct-16	STL	5	42,363.95	0	0	42,363.95	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	224490-Server Upg	224490	Server Upg	1-Nov-16	STL	5	17,555.16	0	0	17,555.16	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	232493-Server Upg	232493	Server Upg	31-Jul-17	STL	5	25,007.69	0	0	25,007.69	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	239487-Laptops -	239487	-Laptops -	1-Dec-17	STL	3	17,280.06	0	0	17,280.06	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	242487-Branch Swi	242487	Branch Swi	17-Jan-18	STL	3	5,803.02	0	0	5,803.02	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	258487-Computers	258487	-Computers	30-Nov-18	STL	3	23,530.64	0	0	23,530.64	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	266488-UPS Server	266488	UPS Server	29-May-19	STL	5	25,151.06	419.18	4,610.98	24,312.59	838.47
COMPUTER HARDWARE	100	2250	2350	7850	277	269522-Laptops -	269522	-Laptops -	27-Sep-19	STL	3	12,062.72	0	0	12,062.72	0.00
COMPUTER HARDWARE	100	2250	2350	7850	277	270492-PC REFRESH	270492	PC REFRESH	28-Nov-19	STL	5	56,587.00	943.12	10,374.32	49,042.10	7,544.90
COMPUTER HARDWARE	100	2250	2350	7850	277	274488-IBM Server	274488	IBM Server	31-Jul-20	STL	5	38,393.00	639.88	7,038.68	28,154.83	10,238.17
COMPUTER HARDWARE	101	2250	2350	7850	0	11406-Computer Hd	11406	omputer Hd	1-Jan-90	STL	5	17,000.00	0	0	17,000.00	0.00
COMPUTER HARDWARE	101	2250	2350	7850	0	11408-Computer Hd	11408	omputer Hd	1-Jan-90	STL	5	17,000.00	0	0	17,000.00	0.00

COMPUTER HARDWARE	101	2250	2350	7850	0	11410-Computer Hd	11410	omputer Hd	1-Jan-90	STL	5	17,000.00	0	0	17,000.00	0.00
COMPUTER HARDWARE	101	2250	2350	7850	0	11411-Computer Hd	11411	omputer Hd	1-Jan-90	STL	5	17,000.00	0	0	17,000.00	0.00
COMPUTER HARDWARE	113	2250	2350	7850	0	295488-Adyen Hand	295488	Adyen Hand	26-May-23	STL	3	36,817.25	1,022.70	10,227.00	10,227.00	26,590.25
COMPUTER HARDWARE	113	2250	2350	7850	295	12217-Printer - I	12217	rinter - I	1-Apr-99	STL	5	10,975.00	0	0	10,975.00	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12234-PC - IBM 30	12234	C - IBM 30	1-Apr-99	STL	5	3,160.08	0	0	3,160.08	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12301-PC's - Y2K	12301	PC's - Y2K	1-Jun-99	STL	5	2,014.13	0	0	2,014.13	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12302-Printer - G	12302	Printer - G	1-Jun-99	STL	5	582.11	0	0	582.11	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12303-Printer - G	12303	Printer - G	1-Jun-99	STL	5	582.11	0	0	582.11	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12304-Printer - G	12304	Printer - G	1-Jun-99	STL	5	590.22	0	0	590.22	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12305-Printer - G	12305	Printer - G	1-Jun-99	STL	5	585.9	0	0	585.9	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12306-Printer - G	12306	Printer - G	1-Jun-99	STL	5	585.9	0	0	585.9	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12309-PRINTER - B	12309	PRINTER - B	1-Jun-99	STL	5	2,689.68	0	0	2,689.68	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12310-PRINTER - B	12310	PRINTER - B	1-Jun-99	STL	5	2,439.05	0	0	2,439.05	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12311-PRINTER - B	12311	PRINTER - B	1-Jun-99	STL	5	2,439.05	0	0	2,439.05	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12312-PRINTER - B	12312	PRINTER - B	1-Jun-99	STL	5	2,439.05	0	0	2,439.05	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12313-PRINTER - B	12313	PRINTER - B	1-Jun-99	STL	5	2,439.05	0	0	2,439.05	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12314-PRINTER - B	12314	PRINTER - B	1-Jun-99	STL	5	2,439.05	0	0	2,439.05	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12315-PRINTER - B	12315	PRINTER - B	1-Jun-99	STL	5	2,439.05	0	0	2,439.05	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12316-PRINTER - B	12316	PRINTER - B	1-Jun-99	STL	5	2,439.08	0	0	2,439.08	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12565-Local Area	12565	Local Area	1-May-02	STL	3	10,000.00	0	0	10,000.00	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12914-Wireless Ti	12914	Wireless Ti	1-Oct-06	STL	3	26,824.70	0	0	26,824.70	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12961-Computer Hd	12961	Computer Hd	4-May-07	STL	3	8,928.36	0	0	8,928.36	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	12999-Computer Fi	12999	Computer Fi	29-Feb-08	STL	3	1,914.84	0	0	1,914.84	0.00
COMPUTER HARDWARE	113	2250	2350	7850	295	13152-Video Recor	13152	Video Recor	15-Mar-10	STL	3	16,920.00	0	0	16,920.00	0.00
												827,907.27	3,331.07	35,619.07	781,164.48	46,742.79

COMPUTER SOFTWARE	100	2255	2355	7855	277	11693-SOFTWARE -	11693	SOFTWARE -	1-Dec-95	STL	5	6,754.20	0	0	6,754.20	0.00
COMPUTER SOFTWARE	100	2255	2355	8855	0	12982-Computer Eq	12982	Computer Eq	1-Feb-08	STL	7	427,171.70	0	0	427,171.70	0.00
COMPUTER SOFTWARE	100	2255	2355	8855	0	205176-ORACLE Upg	205176	ORACLE Upg	1-May-11	STL	6	295,084.53	0	0	295,084.53	0.00
COMPUTER SOFTWARE	100	2255	2355	8855	0	207101A-Computer	207101	A-Computer	27-Sep-13	STL	5	10,309.85	0	0	10,309.85	0.00
COMPUTER SOFTWARE	100	2255	2355	8855	0	231487-CC Web Red	231487	CC Web Red	30-Jun-17	STL	7	13,611.04	162.04	1,782.44	13,124.95	486.09
COMPUTER SOFTWARE	100	2255	2355	8855	0	235487-Coach Cana	235487	Coach Cana	1-Sep-17	STL	7	89,382.24	1,064.07	11,704.77	82,997.71	6,384.53
COMPUTER SOFTWARE	100	2255	2355	8855	0	255487-Presto-Pow	255487	Presto-Pow	31-Aug-18	STL	5	9,775.00	0	651.67	9,775.00	0.00
COMPUTER SOFTWARE	113	2255	2355	7855	295	12229-Software -	12229	-Software -	1-Apr-99	STL	5	11,500.00	0	0	11,500.00	0.00
COMPUTER SOFTWARE	113	2255	2355	7855	295	12307-GATEWAY - P	12307	GATEWAY - P	1-Jun-99	STL	5	826.71	0	0	826.71	0.00
COMPUTER SOFTWARE	113	2255	2355	7855	295	12308-GATEWAY - P	12308	GATEWAY - P	1-Jun-99	STL	5	826.73	0	0	826.73	0.00
COMPUTER SOFTWARE	113	2255	2355	7855	295	12352-GATEWAY - P	12352	GATEWAY - P	1-Aug-99	STL	5	825.62	0	0	825.62	0.00
COMPUTER SOFTWARE	113	2255	2355	7855	295	12353-GATEWAY - P	12353	GATEWAY - P	7-Jun-99	STL	5	825.62	0	0	825.62	0.00
												866,893.24	1,226.11	14,138.88	860,022.62	6,870.62

FURNITURE & FIXTURES	100	2270	2370	7870	276	209485-Office Fur	209485	Office Fur	14-Oct-15	STL	10	40,859.48	340.5	3,745.50	34,390.05	6,469.43
												40,859.48	340.50	3,745.50	34,390.05	6,469.43

LEASEHOLD IMPROVEMENTS	113	2210	2310	7810	290	12732-Leaseholds	12732	Leaseholds	1-Jun-05	STL	10	48,668.99	0	0	48,668.99	0.00
LEASEHOLD IMPROVEMENTS	113	2210	2310	7810	290	206641-Leaseholds	206641	Leaseholds	31-Oct-12	STL	15	14,177.40	78.76	866.36	10,790.54	3,386.86
LEASEHOLD IMPROVEMENTS	113	2210	2310	7810	290	209484-Leasehold	209484	Leasehold	1-Oct-15	STL	15	16,330.00	90.72	997.92	9,162.87	7,167.13
LEASEHOLD IMPROVEMENTS	113	2210	2310	7810	290	214484-Leasehold	214484	Leasehold	22-Feb-16	STL	10	13,025.82	108.55	1,194.05	10,529.20	2,496.62
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	201	11360-Leaseholds	11360	Leaseholds	1-Jun-94	STL	5	16,995.81	0	0	16,995.81	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	201	11361-Leaseholds	11361	Leaseholds	30-Jun-96	STL	3	13,200.00	0	0	13,200.00	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	11364-Leaseholds	11364	Leaseholds	30-Jun-94	STL	6	13,537.43	0	0	13,537.43	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	11365-Leaseholds	11365	Leaseholds	30-Jun-95	STL	5	40,568.00	0	0	40,568.00	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	11366-Leaseholds	11366	Leaseholds	30-Sep-96	STL	8	99,402.46	0	0	99,402.46	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	12566-Leaseholds	12566	Leaseholds	1-Jul-02	STL	2.09	79,253.50	0	0	79,253.50	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	12705-Leaseholds	12705	Leaseholds	1-May-05	STL	9.11	252,951.20	0	0	252,951.20	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	12717-Leaseholds	12717	Leaseholds	1-Jul-05	STL	9.09	117,055.00	0	0	117,055.00	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	12765-Leaseholds	12765	Leaseholds	1-Dec-05	STL	9.04	188,542.35	0	0	188,542.35	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	12923-Leaseholds	12923	Leaseholds	19-Feb-07	STL	8.01	56,971.70	0	0	56,971.70	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	13067-Leaseholds-	13067	Leaseholds	1-Jun-08	STL	6.1	23,873.00	0	0	23,873.00	0.00

LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	217484-Leasehold	21748	Leasehold	1-May-16	STL	15	127,199.95	706.67	7,773.37	66,426.64	60,773.31
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	220484-Leasehold	22048	Leasehold	1-Aug-16	STL	15	29,312.00	162.84	1,791.24	14,818.77	14,493.23
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	257500-Leasehold	25750	Leasehold	31-Oct-18	STL	7	29,137.88	346.88	3,815.68	22,547.15	6,590.73
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	202	261487-T.O. Garag	26148	T.O. Garag	24-Jan-19	STL	7	17,944.00	213.62	2,349.82	13,244.35	4,699.65
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	240	211484-Leasehold	21148	Leasehold	11-Nov-15	STL	10	42,845.00	357.04	3,927.44	35,704.14	7,140.86
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	241	205261-Kingston-T	205261	Kingston-T	24-Feb-12	STL	10	18,020.00	0	0	18,020.00	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	242	206743-Leasehold	206743	Leasehold	30-Nov-12	STL	5	5,850.00	0	0	5,850.00	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	243	11363-Leaseholds	11363	Leaseholds	1-Jan-90	STL	10	41,151.15	0	0	41,151.15	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	251	245487-Leasehold	245487	Leasehold	1-Mar-18	STL	5	46,615.25	0	0	46,615.25	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	276	13095-Paving - 60	13095	Paving - 60	20-Oct-08	STL	10	59,000.00	0	0	59,000.00	0.00
LEASEHOLD IMPROVEMENTS	100	2210	2310	7810	276	13187-Paving - 60	13187	Paving - 60	10-Sep-10	STL	10	99,300.00	0	0	99,300.00	0.00
												1,510,927.89	2,065.08	22,715.88	1,404,179.50	106,748.39

OFFICE EQUIPMENT	100	2265	2365	7865	201	11726-Office/Term	11726	Office/Term	4-Jul-96	STL	10	3,168.00	0	0	3,168.00	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	202	12839-Office Equi	12839	Office Equi	1-Jul-06	STL	3	23,323.10	0	0	23,323.10	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	202	241487-Security S	241487	Security S	1-Jan-18	STL	5	9,152.70	0	0	9,152.70	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	240	12438-Office equi	12438	Office equi	1-Apr-00	STL	1	1	0	0	1	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	243	11371-Office Equi	11371	Office Equi	2-May-96	STL	10	1,435.72	0	0	1,435.72	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	245	11370-Office Equi	11370	Office Equi	5-Dec-96	STL	10	1,083.00	0	0	1,083.00	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	245	11383-Office Equi	11383	Office Equi	30-Jun-93	STL	10	2,785.42	0	0	2,785.42	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	245	11386-Office Equi	11386	Office Equi	30-Jun-93	STL	10	2,785.42	0	0	2,785.42	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	274	11402-Office Equi	11402	Office Equi	31-Jul-95	STL	10	27,616.90	0	0	27,616.90	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	276	11886-Office Furn	11886	Office Furn	1-Jan-99	STL	10	65,563.75	0	0	65,563.75	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	276	11894-Office equi	11894	Office equi	4-Jun-98	STL	10	1,188.00	0	0	1,188.00	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	276	12413-Office equi	12413	Office equi	1-Mar-00	STL	10	703.08	0	0	703.08	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	276	12414-Office equi	12414	Office equi	1-Mar-00	STL	10	703.08	0	0	703.08	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	276	12716-Office equi	12716	Office equi	1-Apr-05	STL	5	6,450.84	0	0	6,450.84	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	276	12983-Office Equi	12983	Office Equi	14-Aug-07	STL	3	4,314.60	0	0	4,314.60	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	277	11372-Office Equi	11372	Office Equi	14-Sep-95	STL	10	1,182.60	0	0	1,182.60	0.00
OFFICE EQUIPMENT	100	2265	2365	7865	277	12397-Telephone S	12397	Telephone S	1-Jan-00	STL	7	15,831.24	0	0	15,831.24	0.00
OFFICE EQUIPMENT	113	2265	2365	7865	290	12240-Telephone S	12240	Telephone S	1-Apr-99	STL	6	8,355.80	0	0	8,355.80	0.00
OFFICE EQUIPMENT	113	2265	2365	7865	290	12356-Office equi	12356	Office equi	1-Sep-99	STL	6	2,500.00	0	0	2,500.00	0.00
OFFICE EQUIPMENT	113	2265	2365	7865	290	12728-Security Sy	12728	Security Sy	1-May-05	STL	5	11,532.33	0	0	11,532.33	0.00
OFFICE EQUIPMENT	113	2265	2365	7865	290	12745-Telephone S	12745	Telephone S	1-Jul-05	STL	5	8,616.90	0	0	8,616.90	0.00
OFFICE EQUIPMENT	113	2265	2365	7865	290	12829-Telephone S	12829	Telephone S	1-Oct-05	STL	5	18,302.09	0	0	18,302.09	0.00
												216,595.57	0.00	0.00	216,595.57	0.00

SHOP VEHICLES	100	2237	2337	7839	200	12746-FORD F350 -	12746	FORD F-350	1-Sep-05	STL	5	65,352.39	0	0	65,352.39	0.00
SHOP VEHICLES	100	2237	2337	7839	200	12809-2006 FORD F	12809	2006 FORD F	3-Apr-06	STL	7	70,524.37	0	0	70,524.37	0.00
SHOP VEHICLES	100	2237	2337	7839	201	12988-Ford F-350	12988	Ford F-350	1-Oct-07	STL	7	68,564.88	0	0	68,564.88	0.00
SHOP VEHICLES	100	2237	2337	7839	202	12987-Ford F-350	12987	Ford F-350	1-Oct-07	STL	7	72,856.24	0	0	72,856.24	0.00
SHOP VEHICLES	113	2237	2337	7839	290	12907-FORD F-250	12907	FORD F-250	15-Nov-06	STL	7	39,960.00	0	0	39,960.00	0.00
												317,257.88	0.00	0.00	317,257.88	0.00

SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	11421-Shop - Comp	11421	Shop - Comp	4-Dec-96	STL	10	1,839.14	0	0	1,839.14	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	11441-MCI Refrig.	11441	MCI Refrig.	30-Jun-90	STL	15.1	4,000.00	0	0	4,000.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	11442-Air Compres	11442	Air Compres	30-Jun-90	STL	15.1	3,500.00	0	0	3,500.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	11443-Pressure Wa	11443	Pressure Wa	30-Jun-90	STL	15.1	2,000.00	0	0	2,000.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	11727-Shop - Bus	11727	-Shop - Bus	17-Apr-97	STL	11	17,217.36	0	0	17,217.36	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	11822-Recovery S	11822	Recovery S	1-Sep-97	STL	10	4,656.63	0	0	4,656.63	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	11909-Shop Equip	11909	-Shop Equip	1-Sep-98	STL	8	963.14	0	0	963.14	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	12276-Shop Equip	12276	-Shop Equip	3-May-99	STL	7	1,917.04	0	0	1,917.04	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	12432-Shop - Oil	12432	-Shop - Oil	1-Apr-00	STL	7	1,911.60	0	0	1,911.60	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	12554-Shop - Tran	12554	Shop - Tran	1-Dec-01	STL	5	2,954.62	0	0	2,954.62	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	12583-Shop - Lift	12583	Shop - Lift	1-Dec-02	STL	5	33,599.88	0	0	33,599.88	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	12673-Washer - Ho	12673	Washer - Ho	1-Nov-04	STL	5	7,020.38	0	0	7,020.38	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	12676-Wheel Dolly	12676	Wheel Dolly	1-Nov-04	STL	5	3,429.00	0	0	3,429.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	12833-Air Condit	12833	Air Condit	31-May-06	STL	10	8,603.05	0	0	8,603.05	0.00

SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	12994-Fuel Pumps	12994	-Fuel Pumps	1-Jan-08	STL	5	55,438.86	0	0	55,438.86	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	13186-Shop-Mobile	13186	Shop-Mobile	1-Sep-10	STL	5	39,490.35	0	0	39,490.35	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	13190-Fork Lift -	13190	Fork Lift -	10-Jan-11	STL	5	14,125.00	0	0	14,125.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	201	207994-Column Lif	207994	-Column Lif	1-Dec-14	STL	5	64,757.61	0	0	64,757.61	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11354-Fuel Pumps	11354	-Fuel Pumps	31-Jul-88	STL	15	5,889.00	0	0	5,889.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11355-Fuel Pumps	11355	-Fuel Pumps	31-Jul-88	STL	1	551	0	0	551	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11356-Fuel Pumps	11356	-Fuel Pumps	31-Jul-88	STL	1	6,345.00	0	0	6,345.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11419-Shop - Powe	11419	Shop - Powe	21-Jun-96	STL	11	16,904.16	0	0	16,904.16	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11430-Trailer (Ju	11430	Trailer (Ju	30-Jun-85	STL	20	10,000.00	0	0	10,000.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11438-Forklift -	11438	-Forklift -	30-Jun-90	STL	15	2,000.00	0	0	2,000.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11439-Pressure Wa	11439	Pressure Wa	30-Jun-90	STL	15	4,000.00	0	0	4,000.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11447-Shop - Oil	11447	-Shop - Oil	10-Jun-95	STL	10	2,934.04	0	0	2,934.04	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11453-Shop - Sefa	11453	Shop - Sefa	31-Oct-94	STL	13	38,232.00	0	0	38,232.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11454-Shop - Oil	11454	-Shop - Oil	13-Dec-94	STL	10	1,128.60	0	0	1,128.60	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11455-Shop - Impa	11455	Shop - Impa	28-Jul-94	STL	12	1,387.80	0	0	1,387.80	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11458-MCI Refrig	11458	-MCI Refrig	30-Jun-93	STL	12	4,320.00	0	0	4,320.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11459-New Jack Un	11459	New Jack Un	30-Jun-93	STL	12	6,534.80	0	0	6,534.80	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11460-Air Gun - T	11460	Air Gun - T	30-Jun-93	STL	12	1,603.48	0	0	1,603.48	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	11898-shop equip	11898	-shop equip	24-Jul-98	STL	10	1,284.39	0	0	1,284.39	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12042-Waste Oil T	12042	Waste Oil T	1-Nov-98	STL	10	5,300.30	0	0	5,300.30	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12129-Shop Equip	12129	-Shop Equip	1-Dec-98	STL	10	2,160.00	0	0	2,160.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12334-Shop - Grea	12334	Shop - Grea	1-Jul-99	STL	10	1,279.80	0	0	1,279.80	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12433-Shop - Oil	12433	-Shop - Oil	1-Apr-00	STL	10	7,726.32	0	0	7,726.32	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12549-Shop - Refr	12549	Shop - Refr	1-Dec-01	STL	7	3,207.72	0	0	3,207.72	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12550-Shop - Refr	12550	Shop - Refr	1-Dec-01	STL	10	1,248.07	0	0	1,248.07	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12553-Shop - Tran	12553	Shop - Tran	1-Dec-01	STL	10	2,954.62	0	0	2,954.62	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12568-Fuel Pumps	12568	-Fuel Pumps	31-Jul-02	STL	10	47,000.00	0	0	47,000.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12671-Hoist - Tor	12671	Hoist - Tor	1-Nov-04	STL	5	42,109.58	0	0	42,109.58	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12672-Washer - Ho	12672	Washer - Ho	1-Nov-04	STL	5	7,020.38	0	0	7,020.38	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12706-Shop - A\C	12706	-Shop - A\C	1-Apr-05	STL	5	9,925.69	0	0	9,925.69	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12799-Shop Equip	12799	-Shop Equip	1-Mar-06	STL	3	1,080.00	0	0	1,080.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12801-Shop Equip	12801	-Shop Equip	1-Mar-06	STL	3	1,296.00	0	0	1,296.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12802-Shop Equip	12802	-Shop Equip	1-Mar-06	STL	3	1,944.00	0	0	1,944.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12803-Shop Equip	12803	-Shop Equip	1-Mar-06	STL	3	756	0	0	756	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12804-Shop Equip	12804	-Shop Equip	1-Mar-06	STL	3	8,640.00	0	0	8,640.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12831-Bus Wash Sy	12831	Bus Wash Sy	1-May-06	STL	5	90,215.00	0	0	90,215.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12842-Shop - Mobi	12842	Shop - Mobi	17-Jul-06	STL	5	38,990.35	0	0	38,990.35	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12898-Shop - Whee	12898	Shop - Whee	4-Oct-06	STL	5	9,984.07	0	0	9,984.07	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12970-Shop - Mobi	12970	Shop - Mobi	1-Jun-07	STL	5	44,209.80	0	0	44,209.80	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12986-Shop - Tire	12986	Shop - Tire	1-Sep-07	STL	5	18,198.00	0	0	18,198.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	12997-Shop - Mobi	12997	Shop - Mobi	11-Feb-08	STL	20	44,209.80	184.21	2,026.31	35,736.26	8,473.54
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	13157-Fuel Pumps	13157	-Fuel Pumps	1-Sep-09	STL	10	193,237.91	0	0	193,237.91	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	204780-MOHAWK PAI	204780	-MOHAWK PAR	1-Jun-11	STL	10	124,842.00	0	0	124,842.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	206560-Washer - P	206560	-Washer - P	30-Sep-12	STL	5	7,974.00	0	0	7,974.00	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	206742+-Mobile Li	206742	+-Mobile Li	24-May-13	STL	5	32,433.10	0	0	32,433.10	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	206742-Mobile Lif	206742	-Mobile Lif	30-Nov-12	STL	5	56,063.90	0	0	56,063.90	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	206900-Shop - Whe	206900	-Shop - Whe	31-Mar-13	STL	5	11,396.25	0	0	11,396.25	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	238487-Mobile Lif	238487	-Mobile Lif	30-Nov-17	STL	5	70,300.35	0	0	70,300.35	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	202	284618-Bus Wash -	284618	-Bus Wash -	30-Dec-21	STL	5	43,195.00	719.92	7,919.12	19,437.78	23,757.22
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	207	301488-Hoist - Ni	301488	-Hoist - Ni	1-Nov-23	STL	5	94,712.77	1,578.55	6,314.20	6,314.20	88,398.57
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	242	207131-Shop - Fal	207131	-Shop - Fal	30-Sep-13	STL	5	9,061.80	0	0	9,061.80	0.00
SHOP/GARAGE EQUIPMENT	100	2225	2325	7825	245	13017-Fuel Pumps	13017	-Fuel Pumps	1-May-08	STL	5	106,271.56	0	0	106,271.56	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12102-Connaissanceur	12102	Connaissanceur	1-Jan-84	STL	20	118,052.50	0	0	118,052.50	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12103-Connaissanceur	12103	Connaissanceur	1-Jan-84	STL	20	8,175.00	0	0	8,175.00	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12135-Shop Equip	12135	Shop Equip	22-Feb-99	STL	8	28,098.00	0	0	28,098.00	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12136-Shop Equip	12136	Shop Equip	22-Feb-99	STL	8	28,098.00	0	0	28,098.00	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12137-Shop Equip	12137	Shop Equip	22-Feb-99	STL	7	495	0	0	495	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12138-Shop Equip	12138	Shop Equip	22-Feb-99	STL	7	495	0	0	495	0.00

SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12139-Shop Equip	12139	Shop Equip	22-Feb-99	STL	7	495	0	0	495	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12140-Shop Equip	12140	Shop Equip	22-Feb-99	STL	7	495	0	0	495	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12379-Shop Equip	12379	Shop Equip	1-Dec-99	STL	8	33,704.24	0	0	33,704.24	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12715-Fuel Pumps	12715	Fuel Pumps	1-May-05	STL	5	99,567.76	0	0	99,567.76	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12727-Shop - Lift	12727	Shop - Lift	19-May-05	STL	5	15,960.00	0	0	15,960.00	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	12762-Shop Equip	12762	Shop Equip	1-Nov-05	STL	5	6,902.12	0	0	6,902.12	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	13065-Shop - Mobi	13065	Shop - Mobi	30-May-08	STL	5	44,158.64	0	0	44,158.64	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	13092-Shop Equip	13092	Shop Equip	30-Sep-08	STL	5	13,011.69	0	0	13,011.69	0.00
SHOP/GARAGE EQUIPMENT	113	2225	2325	7825	290	13176-Shop - Bus	13176	Shop - Bus	20-Jul-10	STL	5	19,700.82	0	0	19,700.82	0.00
												1,926,890.84	2,482.68	16,259.63	1,806,261.51	120,629.33

VANS	100	2236	2336	7838	0	206580-33179 - Su	206580	Subaru	31-Oct-12	STL	5	23,359.40	0	0	23,359.40	0.00
VANS	101	2236	2336	7838	0	207080-Dodge Cara	207080	Dodge Cara	31-Aug-13	STL	5	13,099.00	0	0	13,099.00	0.00
VANS	101	2236	2336	7838	0	207081-Dodge Cara	207081	Dodge Cara	31-Aug-13	STL	5	14,479.15	0	0	14,479.15	0.00
VANS	101	2236	2336	7838	0	207695-Van - Spri	207695	Van - Spri	13-May-14	STL	5	54,860.84	0	0	54,860.84	0.00
VANS	101	2236	2336	7838	0	207874-Dodge Cara	207874	Dodge Cara	19-Sep-14	STL	5	13,832.00	0	0	13,832.00	0.00
VANS	101	2236	2336	7838	0	207875-Dodge Cara	207875	Dodge Cara	19-Sep-14	STL	5	14,999.00	0	0	14,999.00	0.00
VANS	101	2236	2336	7838	0	233487-Dodge Cara	233487	Dodge Cara	18-Aug-17	STL	5	25,037.00	0	0	25,037.00	0.00
VANS	101	2236	2336	7838	0	233488-Dodge Cara	233488	Dodge Cara	18-Aug-17	STL	5	21,537.00	0	0	21,537.00	0.00
VANS	113	2236	2336	7838	0	205300-2009 Sprin	205300	2009 Sprin	19-Mar-12	STL	4	48,000.00	0	0	48,000.00	0.00
												229,203.39	0.00	0.00	229,203.39	0.00

TOTAL NON REVENUE ASSETS

6,223,571.09 9,738.92 96,437.40 5,936,110.53 287,460.56

29,216.76 289,312.20

SCHEDULE 2.1(b): ASSUMED AND REJECTED CONTRACTS

Contracts Being Assumed

1. All Contracts set forth on Schedule 4.12 and Schedule 4.11(d) are hereby incorporated by reference.
2. All charter order agreements entered into by the Sellers.

Contracts Being Rejected

None.

SCHEDULE 2.1(c): ASSUMED AND REJECTED REAL PROPERTY LEASES

Leases Being Assumed

All Leases set forth on Schedule 4.7(b) are hereby incorporated by reference.

Leases Being Rejected

None.

SCHEDULE 2.1(d): COLLECTIVE BARGAINING AGREEMENTS

Except for those Collective Bargaining Agreements set forth on Schedule 2.2(n), all Collective Bargaining Agreements set forth on Schedule 4.13(i) are hereby incorporated by reference.

SCHEDULE 2.1(e): PERMITS

All Permits set forth on Schedule 4.8(a) are hereby incorporated by reference.

SCHEDULE 2.1(f): INTELLECTUAL PROPERTY

All items set forth on Schedules 4.11(a)(i), 4.11(a)(ii), 4.11(a)(iii), 4.11(a)(iv), and 4.11(a)(v) are hereby incorporated by reference.

Unregistered Trademarks:

1. CHARLIE



SCHEDULE 2.1(i): PURCHASED DEPOSITS

See attached.

SCHEDULE 2.1(k): ASSUMED EQUIPMENT LEASES

All Contracts for the lease of leased Equipment located at the Owned Real Property and the real property that is the subject of the Assumed Real Property Leases, including but not limited to the Equipment set forth below:

Legal Entity	Manufacturer	Model	Site
Chenango Valley Bus Lines, Inc.	RICOH	MP C3003	Binghamton
Hudson Transit Lines, Inc.	RICOH	MP C3003	Chester
Hudson Transit Lines, Inc.	RICOH	Aficio MP 301	Chester
Hudson Transit Lines, Inc.	RICOH	MP 2553	Chester
Hudson Transit Lines, Inc.	RICOH	MP 3055	Chester
Hudson Transit Lines, Inc.	RICOH	MP C3003	Chester
Elko, Inc.	RICOH	IM 3500	Elko
Elko, Inc.	RICOH	IM C6500	Elko
Dillon's Bus Service, Inc.	RICOH	MP C307	Hanover
Dillon's Bus Service, Inc.	RICOH	MP 305+	Hanover
Dillon's Bus Service, Inc.	RICOH	IM C2500	Hanover
Dillon's Bus Service, Inc.	RICOH	IM C3500	Hanover
Dillon's Bus Service, Inc.	RICOH	IM C2500	Hanover
Dillon's Bus Service, Inc.	RICOH	IM C6000	Hanover
Sam Van Galder, Inc.	RICOH	IM C3000	Janesville
Sam Van Galder, Inc.	RICOH	IM C3000	Janesville
Sam Van Galder, Inc.	RICOH	MP C3503	Janesville
Sam Van Galder, Inc.	RICOH	MP C3503	Janesville
Hudson Transit Lines, Inc.	RICOH	MP 2501	Mahwah
Hudson Transit Lines, Inc.	RICOH	MP C6004	Mahwah
Suburban Transit Corp.	RICOH	MP C306Z	New Brunswick
Suburban Transit Corp.	RICOH	MP C4504ex	New Brunswick
Suburban Transit Corp.	RICOH	MP C2504ex	New Brunswick
Suburban Transit Corp.	RICOH	MP C2504ex	New Brunswick
Suburban Transit Corp.	RICOH	MP C3004ex	New Brunswick
Suburban Transit Corp.	RICOH	MP C6503	New Brunswick
Suburban Transit Corp.	RICOH	MP C2504ex	New Brunswick
Multiple	RICOH	MP C307	Paramus
Multiple	RICOH	MP 6055	Paramus
Multiple	RICOH	MP C6004ex	Paramus
Multiple	RICOH	MP C4504ex	Paramus
Multiple	RICOH	IM C3000	Paramus
Multiple	RICOH	P 501M MICR	Paramus
Multiple	RICOH	MP 6055	Paramus
Multiple	RICOH	MP 6055	Paramus
Multiple	RICOH	MP 3054	Port Authority - 4th Floor
Multiple	RICOH	MP 305+	Port Authority - Ticketing
Dillon's Bus Service, Inc.	RICOH	IM C3500	Towson Loop
Elko, Inc.	RICOH	IM C4500	Winnemucca
Trentway-Wagar Inc.	Xerox	Altalink C8155	Peterborough
Trentway-Wagar Inc.	Xerox	Altalink B8145	Mississauga
Trentway-Wagar Inc.	Xerox	Altalink B8146	Kingston Terminal
Trentway-Wagar Inc.	Xerox	Altalink B8147	Montreal Autocar
Trentway-Wagar Inc.	Xerox	Altalink B8148	Montreal Grayline

SCHEDULE 2.1(i): SPECIFIED CLAIMS

#	Legal Entity	Counterparty	Location	Description
1	Coach USA, Inc.	Visa / Mastercard	N/A	Class Action suit against Visa / Mastercard related to interchange fee amounts. Claim would cover core and non-core operations.
2	Rockland Coaches, Inc.	New Jersey Transit	180 Old Hook Road (Block 2001, Lot 15) Westwood, NJ 07675	This property was the subject of eminent domain proceedings by the New Jersey Transit Corporation, for which Rockland Coaches, Inc. received ~\$4,700,000.00 in compensation, less an environmental holdback (~\$1,300,000.00). Sellers believe such compensation to be less than the market value of the property and are appealing this action. The prior action was before the Superior Court of New Jersey Law Division – Bergen County, Docket No. BER-L-001561. For the avoidance of doubt, this claim includes any disputes relating to the eminent domain proceedings and any amounts that the Company may be entitled to relating to the environmental holdback.

SCHEDULE 2.1(r): ASSUMED SELLER PLANS

Except for those Seller Plans set forth on Schedule 2.2(n), all Seller Plans set forth on Schedule 4.14(d) are hereby incorporated by reference.

SCHEDULE 2.1(s): PURCHASED VEHICLES

All Vehicles and Contracts for leases of Vehicles set forth on Schedule 4.10(a) are hereby incorporated by reference, other than those Vehicles described on Schedule 2.1(A).

SCHEDULE 2.1(z): OTHER PURCHASED ASSETS

None.

SCHEDULE 2.2(n): ADDITIONAL EXCLUDED ASSETS

Leased Real Property:

1. The Lease between Megabus Northeast, LLC and Borelli Real Estate Associates in relation to the property located at 320 Borelli Boulevard, Paulsboro, NJ 08066.
2. The Lease between Hudson Transit Lines, Inc. and Gerdaneu, Inc. in relation to the property located at 4 Leisure Lane, Mahwah, NJ 07430.
3. The Lease between Megabus Northeast, LLC and 2320 Beaver Road LLC in relation to the property located at 2320 Beaver Road, Landover, MD 20785.

Contracts:

1. Operating Motor Bus Passenger Service and for Equipment Lease/Sublease between The New Jersey Transit Corporation and Community Transportation, Inc. and Regarding the Operation of the Passaic County Local Bus Service, effective as of August 27, 2017, as extended on August 16, 2022 through August 31, 2024.
2. Operating Motor Bus Passenger Service and for Equipment Lease/Sublease between The New Jersey Transit Corporation and Community Transportation, Inc. and Regarding the Operation of the Bergen County Local Bus Service, effective as of May 3, 2020, as extended on March 7, 2023 through May 3, 2025.

Intellectual Property:

1. Trademark Registration Number 5804008 owned by Coach USA, Inc. titled "ALL WEST & Design".
2. Trademark Registration Number 46444674 owned by Coach USA, Inc. titled "KERRVILLE & Design".
3. Trademark Registration Number 4399501 owned by Coach USA, Inc. titled "KERRVILLE BUS COMPANY".
4. Trademark Registration Number 5803919 owned by Coach USA, Inc. titled "ALL WEST".
5. Trademark Registration Number 3096059 owned by Coach USA, Inc. titled "AMERICAN COACH & Design".
6. Trademark Registration Number 2412201 owned by Coach USA, Inc. titled "AMERICAN COACH".
7. Trademark Registration Number 2408316 owned by Coach USA, Inc. titled "AMERICAN COACH LINES".

Collective Bargaining Agreements:

1. The MOA between Megabus Northeast, LLC and Eastern States Joint Board Local 298 for the

period 2/1/2023 – 1/31/2026 in relation to Mechanics and Cleaners.

2. The CBA between Megabus Northeast, LLC and Eastern States Joint Board Local 298 (Formerly 322) for the period 7/1/2021 – 6/30/2024 in relation to Drivers located in Elizabeth, NJ, Paulsboro, NJ, Landover, MD, and Pittsburgh, PA.
3. The CBA between Megabus Northeast, LLC and Eastern States Joint board 298 (Formerly 322) for the period 10/1/2021 – 9/30/2024 in relation to Luggage Loaders and Field Supervisors in New York, NY, Philadelphia, PA, Washington D.C., and Pittsburgh, PA. Additionally, dispatchers located in Landover, MD, and Elizabeth, NJ are covered by this CBA.
4. The CBA between Orange, Newark, Elizabeth Bus, Inc. and Megabus Northeast, LLC and Local 560 International Brotherhood of Teamsters for the period 3/4/2022 – 3/3/2027 in relation to Full and Part time maintenance mechanics at the Elizabeth, NJ facility.

Seller Plans:

1. Teamsters Local Union No. 35 Pension Plan.
2. Hudson Transit Lines Union Employees Pension Pan (aka Shortline Union Pension Trust).
3. Kaiser Permanente Northern California Health Plan.
4. Kaiser Permanente Southern California Health Plan.
5. Highmark Medical benefits through BCBS.

Other:

1. All tangible IT equipment, including laptop and desktop computers and related accessories, that is owned by a Seller but that is used exclusively by employees who are not Seller Employees.

SCHEDULE 2.3(e): PREPAYMENTS/DEPOSITS

See attached.

Schedule 2.3(e): Prepayments/Deposits (as of April 2024 Balance Sheet)

Total	2,398,501	2,802,205	99,487
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Legal Entity	Company Code	Company Name	3501 Unearned Customer Billings	3510 Customer Deposits	3555 Deferred Grant Revenue
Coach USA, Inc.	PTR001	R001 (Coach USA)	-	-	-
Coach USA, Inc.	PTC910	C910 (Northeast Regi	1,207,830	(59,834)	99,487
Coach USA, Inc.	PTC109	C109 (Paramus Northe	-	-	-
Coach USA, Inc.	PTC112	C112 (Route 17 North	-	-	-
Olympia Trails Bus Company, Inc.	PTC116	C116 (Olympia Trails	-	-	-
Suburban Transit Corp.	PTC117	C117 (Suburban)	(7,535)	191,146	-
Community Bus Lines, Inc.	PTC119	C119 (Community Coac	-	-	-
Coach USA, Inc.	PTC121	C121 (Coach USA Para	-	349,530	-
Perfect Body, Inc.	PTC104	C104 (Perfect Body &	-	-	-
Hudson Transit Lines, Inc.	PTC150	C150 (Short Line Gro	647,420	(74,095)	-
Wisconsin Coach Lines, Inc.	PTC315	C315 (Wisconsin Coac	-	78,217	-
Wisconsin Coach Lines, Inc.	PTC317	C317 (Wisc. W/out 30	-	-	-
Sam Van Galder, Inc.	PTC332	C332 (Van Galder)	156,633	1,277,554	-
Megabus Northeast, LLC	PTC174	C174 (NE Megabus Exc	-	626,723	-
Megabus Northeast, LLC	PT1710	1710 (Megabus - Bost	-	-	-
Voyavation LLC	PT1716	1716 (Megabus - Reta	-	-	-
Trentway-Wagar Inc.	PTC601	C601 (GL Montreal)	-	-	-
Trentway-Wagar (Properties) Inc.	PTC620	C620 (Trentway Wagar	394,153	-	-
Dillon's Bus Service, Inc.	PE1120	1120 (Dillon's Bus S	-	416,244	-
Elko, Inc.	PE7010	7010 (Elko, Inc.)	-	(3,280)	-

SCHEDULE 2.3(f): TRADE AND VENDOR ACCOUNTS PAYABLE

None.

SCHEDULE 2.5: CURE COSTS

Schedule 2.5: Material Contracts and Agreements - Cure Costs

#	Functional Department	Core	Contract Legal Entity	Start Date	Expiration Date	Product (if applicable)	Category	Frequency	Pre-Paid / Arrears	Monthly/Quarterly/Annual Obligation
1	Commercial	Core	Trimway Wagar, Inc.			Sales on mh.com	Vendor	Monthly	Arrears	\$ 300,000.00
2	Commercial	Core	Voyation, LLC	04/29/2024	04/28/2025	Sirens	Vendor	Annual	Arrears	\$ 33,537.04
3	HR	Core	Coach USA, Inc.	1/1/2024	12/31/2024	Executive	ADP	Vendor	Annual	\$ 123,600.00
4	Commercial	Core	Voyation LLC	10/04/2023	Open	Megabus/Voyation	Vendor	Monthly	Arrears	\$ 168,365.00
5	Commercial	Core	Coach USA, Inc.				Vendor		Arrears	\$ -
6	Commercial	Core	Voyation LLC	01/01/2024	12/31/2024	Voyation	Vendor	Monthly	Arrears	\$ 3,020.00
7	IT	Core	Coach USA, Inc.	01/14/2021	01/12/2025	Telecomm	Vendor	Monthly	Arrears	\$ 76,502.00
8	Commercial	Core	Voyation, LLC	11/14/2022	11/14/2024	Sales on mh.com	Marketing Agreement	Weekly	Arrears	\$ 48,750.00
9	Commercial	Core	Voyation LLC	04/01/2013	Open	Voyation	Vendor	Monthly	Arrears	\$ 48,141.00
10	Commercial	Core	Voyation, LLC	5/9/2022	5/8/2025	competitive data	Vendor	Monthly	Arrears	\$ 2,100.00
11	Commercial	Core	Voyation LLC	05/01/2023	03/31/2025	Voyation	Vendor	Monthly	Arrears	\$ 32,032.00
12	Commercial	Core	Trimway Wagar, Inc.			Online screening for fraudulent online Megabus sales merchants	Vendor	Monthly	Arrears	\$ 20,000.00
13	Commercial	Core	Coach USA, Inc.				Vendor		Arrears	
14	Commercial	Core	Coach USA, Inc.				Vendor		Arrears	
15	Commercial	Core	Megabus	09/27/2023	09/26/2024	AI Chat/Email	AI email/chat	Annual	Arrears	\$ 100,000.00
16	Commercial	Core	Coach USA, Inc.				Vendor		Arrears	
17	IT	Core	Coach USA, Inc.				Vendor		Arrears	
18	Commercial	Core	Trimway Wagar, Inc.			Niagara Transit WEGO Tickets	Vendor	Monthly	Arrears	\$ 60,000.00
19	Commercial	Core	Voyation LLC	01/01/2024	12/31/2024	Megabus	Vendor	Quarterly	Prepaid	\$ 13,200.00
20	Commercial	Core	Trimway Wagar, Inc.			Tickets sold for Ontario Northland	Vendor	Monthly	Arrears	\$ 24,000.00
21	Commercial	Core	Voyation LLC	08/01/2021	08/01/2024	Executive	Vendor	Monthly	Arrears	\$ 19,000.00
22	Commercial	Core	Megabus	12/08/2023	12/31/2024	Display Advertising	Display Advertising	Monthly	Arrears	\$ 1,687.50
23	Commercial	Core	Voyation, LLC	01/05/2024	01/05/2025	Sales on mh.com	Marketing Agreement	Monthly	Arrears	\$ 1,100.00
24	Commercial	Core	Voyation, LLC	11/14/2022	11/14/2024	Sales on mh.com	Marketing Agreement	Monthly	Arrears	\$ 2,897.00
25	Commercial	Core	Trimway Wagar, Inc.			St. Catharines Sales Agent & location routes	Vendor	Monthly	Arrears	\$ 17,000.00

Calculation	AP (Identified)	Contingency - 20%	Total Cure Costs
\$ 721,911.82	BADDERBUSSERVICE	\$ 144,382.36	\$ 866,294.18
\$ 629,451.62	SAMSARA INC	\$ 125,890.32	\$ 755,341.94
\$ 432,302.33	ADP LLC	\$ 86,460.47	\$ 518,762.79
\$ 398,191.51	MESOSYS LIMITED	\$ 79,638.30	\$ 477,829.81
\$ 382,414.79	NICEGLOBAL	\$ 76,482.96	\$ 458,897.74
\$ 308,920.27	GOOGLE LLC	\$ 61,784.05	\$ 370,704.32
\$ 184,367.92	MASERGY COMMUNICATIONS INC	\$ 36,873.58	\$ 221,241.50
\$ 150,727.70	ADIRONDACKTRAILWAYS	\$ 30,145.54	\$ 180,873.24
\$ 143,426.05	MITCHELL MARTIN INC	\$ 28,685.21	\$ 172,111.26
\$ 117,906.81	EMPIRECOACHLINEINC	\$ 23,581.36	\$ 141,488.18
\$ 109,764.98	CARDINAL INTEGRATED TECHNOLOGIES INC	\$ 21,953.00	\$ 131,717.98
\$ 107,979.72	RISKIFIED INC	\$ 21,595.94	\$ 129,575.66
\$ 94,822.05	STAR2STARCOMMUNICATIONSLLC	\$ 18,964.41	\$ 113,786.46
\$ 87,533.33	BOR GOVERNMENT AFFAIRS LLC	\$ 17,506.67	\$ 105,040.00
\$ 80,000.00	NETOMINC	\$ 16,000.00	\$ 96,000.00
\$ 77,808.90	UNION STATION REDEVELOPMENT CORPORATI	\$ 15,561.78	\$ 93,370.68
\$ 71,474.27	PETERPANHUSLINESINCORPORATED	\$ 14,294.85	\$ 85,769.12
\$ 62,876.41	NIAGARA PARKS COMMISSION LICENCING OFFICE	\$ 12,575.28	\$ 75,451.69
\$ 44,313.75	ANTE AZIE STUDIO LLC	\$ 8,862.75	\$ 53,176.50
\$ 42,789.08	ONTARIO NORTHLAND	\$ 8,557.82	\$ 51,346.90
\$ 41,949.17	AUTONOMY LIMITED	\$ 8,389.83	\$ 50,339.00
\$ 38,666.67	SOJERN INC	\$ 7,733.33	\$ 46,400.00
\$ 36,584.02	BURINGTONTRAEWAYS	\$ 7,316.80	\$ 43,900.82
\$ 35,178.40	SOUTHEASTERNSTAGESINCORPORATED	\$ 7,035.68	\$ 42,214.08
\$ 28,784.68	Niagara Transit Commission	\$ 5,756.94	\$ 34,541.61

Schedule 2.5: Material Contracts and Agreements - Core Costs

#	Functional Department	Core	Coach Legal Entity	Start Date	Expiration Date	Product (if applicable)	Category	Frequency	Pre-Paid / Arrears	Monthly/Quarterly/Annual Obligation
26	HR	Core	Coach USA, Inc.	01/01/2024	12/31/2024	Insurance Broker	Broker	Monthly		\$ 15,416.66
27	IT	Core	Coach USA, Inc.	07/01/2023	07/01/2024	Office 365 Mgt Tool	Vendor	Annual	Prepaid	\$ 5,995.00
28	HR	Core	Coach USA, Inc.	01/01/2024	12/31/2024	Pension	Vendor	Quarterly		\$ 15,000.00
29	Commercial	Core	Mogulso NII LLC	08/28/2020	08/28/2024	Sales on mh.com	Marketing Agreement	Monthly	Arrears	\$ 469.70
30	HR	Core	Coach USA, Inc.	12/01/2023	Monthly	Expert Coaching	Vendor	Monthly	Arrears	\$ 2,000.00
31	IT	Core	Coach USA, Inc.	09/30/2022	09/30/2025	Hosting	Vendor	Monthly	Arrears	\$ 3,121.00
32	Commercial	Core	Voyation, LLC	08/11/2022	08/11/2024	Sales on mh.com	Marketing Agreement	Monthly	Arrears	\$ 1,125.00
33	HR	Core	Coach USA, Inc.	07/21/2024	Every 60 Days	Records Storage & Information Management Services	Vendor	Quarterly	Arrears	\$ 376.80
34	HR	Core	Coach USA, Inc.	01/01/2024	12/31/2024	401k	Vendor	Quarterly	Arrears	\$ 23,419.00
35	Commercial	Core	Voyation LLC	Monthly	N/A	Mogulso/Voyation	Vendor	Annual	Prepaid	\$ 1,024.00
36	Commercial	Core	Coach USA Inc.	09/15/2023	09/14/2024	Wunderkind	Vendor	Monthly	Arrears	\$ 1,150.00
37	IT	Core	Coach USA, Inc.	Monthly	Monthly	Coach WiFi Bell Cellular	Vendor	Monthly	Arrears	\$ 1,636.36
38	IT	Core	Coach USA, Inc.	Monthly	Monthly	Kingston Terminal Telephone system	Vendor	Monthly	Arrears	\$ 3,413.46
39	Commercial	Core	Voyation, LLC	12/20/2022	12/20/2024	Sales on mh.com	Marketing Agreement	Monthly	Arrears	\$ 110.00
40	HR	Core	Coach USA, Inc.	01/01/2024	12/31/2024	Cleaning services	Vendor	Annual	Prepaid	\$ 2,885.75
41	Commercial	Core	Voyation LLC	12/01/2020	Open	Mogulso/Voyation	Vendor	Monthly	Arrears	\$ 2,500.00
42	IT	Core	Coach USA, Inc.	10/01/2022	9/01/2025	OC Corp Cell phone	Vendor	Monthly	Arrears	\$ 2,000.00
43	IT	Core	Coach USA, Inc.	08/01/2023	07/31/2027	Xerox Copiers Lease	Vendor	Quarterly	Arrears	\$ 1,234.00
44	Commercial	Core	Voyation LLC	08/09/2019	Open	Mogulso/Voyation	Vendor	Monthly	Arrears	\$ 1,528.00
45	IT	Core	Coach USA, Inc.	11/01/2023	10/31/2026	Peterborough Internet	Vendor	Monthly	Arrears	\$ 1,316.54
46	Commercial	Core	TimWay Wagat, Inc.			Access to Hamilton Airport	Vendor	Monthly	Arrears	\$ 1,300.00
47	HR	Core	Coach USA, Inc.	08/16/2023	08/16/2024	LHH	Vendor	Monthly	Arrears	\$ 900.00
48	IT	Core	Coach USA, Inc.	10/03/2023	10/02/2028	Telecomm	Vendor	Monthly	Arrears	\$ 860.00
49	IT	Core	Coach USA, Inc.	Monthly	Monthly	Office Paper/IT	Vendor	Monthly	Arrears	\$ 16,000.00
50	Commercial	Core	Voyation, LLC	01/15/2023	01/15/2025	Sales on mh.com	Marketing Agreement	Monthly	Arrears	\$ 700.00
51	IT	Core	Coach USA, Inc.	01/25/2024	Monthly	Monthly Bill	Vendor	Annual	Arrears	\$ 8,044.83
52	Commercial	Core	Coach USA Inc.	01/01/2023	12/31/2024	CRM management software	technology	Monthly	Arrears	\$ 39,629.00
53	IT	Core	Coach USA, Inc.	Monthly	Monthly	Orlando Terminal	Vendor	Monthly	Arrears	\$ 621.49
54	IT	Core	Coach USA, Inc.	07/01/2023	06/30/2024	Toronto Terminal Internet	Vendor	Monthly	Arrears	\$ 368.12
55	Commercial	Core	Voyation, LLC	9/6/2022	9/6/2024	Sales on mh.com	Marketing Agreement	Monthly	Arrears	\$ 300.00
56	IT	Core	Coach USA, Inc.	12/01/2023	11/30/2026	Niagara Falls Garage Internet	Vendor	Monthly	Arrears	\$ 246.00
57	HR	Core	Coach USA, Inc.	03/25/2017	Monthly	IDS Autoshred	Vendor	Monthly	Arrears	\$ 60.00
58	IT	Core	Coach USA, Inc.	Monthly	Monthly	Pager Support	Vendor	Monthly	Arrears	\$ 206.79
59	IT	Core	Coach USA, Inc.	01/01/2024	12/31/2024	Montreal Terminal Internet	Vendor	Monthly	Arrears	\$ 141.36

Calculation	AP (Identified)	Contingency - 20%	Total Core Costs
\$ 6,962.36	WW WILLIAMS LLC	\$ 1,392.47	\$ 8,354.84
\$ 6,233.86	MICROSOFTONLINEINC	\$ 1,246.63	\$ 7,479.79
\$ 6,000.00	MILIMAN	\$ 1,200.00	\$ 7,200.00
\$ 4,990.77	CONCORDCOACHLINEINC	\$ 998.15	\$ 5,988.93
\$ 4,903.23	CROTHERSCONSULTING	\$ 980.65	\$ 5,883.87
\$ 4,271.94	EVOLVE P	\$ 854.39	\$ 5,126.33
\$ 3,926.76	INDIAN TRAILS INCORPORATED	\$ 785.35	\$ 4,712.12
\$ 3,646.17	FILEBANK	\$ 729.23	\$ 4,375.40
\$ 3,593.05	FIDELITY INVESTMENTS INSTITUTIONAL OPERATIONS COM	\$ 718.61	\$ 4,311.66
\$ 2,870.00	MOTIONPOINT	\$ 574.00	\$ 3,444.00
\$ 1,845.32	WUNDERKIND	\$ 369.04	\$ 2,214.26
\$ 1,642.23	BELL CANADA	\$ 328.45	\$ 1,970.67
\$ 1,541.56	BELL CANADA	\$ 308.31	\$ 1,849.88
\$ 1,479.68	PACIFIC CREST BUS LINES	\$ 295.94	\$ 1,775.61
\$ 1,375.00	COLEBROSCLERANSHINE	\$ 275.00	\$ 1,650.00
\$ 1,129.03	WYLOUTDNLIC	\$ 225.81	\$ 1,354.84
\$ 903.23	TELUS	\$ 180.65	\$ 1,083.87
\$ 900.11	XEROX CANADA LTD	\$ 180.02	\$ 1,080.13
\$ 690.06	BROWERSTACK	\$ 138.01	\$ 828.08
\$ 594.57	BELL CANADA	\$ 118.91	\$ 713.48
\$ 587.10	HAMILTON INTERNATIONAL AIRPORT	\$ 117.42	\$ 704.52
\$ 406.45	LHH	\$ 81.29	\$ 487.74
\$ 388.19	PATHFINDERS INC	\$ 77.68	\$ 466.06
\$ 376.23	MICROAGE TECHNOLOGY SOLUTIONS	\$ 75.25	\$ 451.48
\$ 316.13	BLACK HELLS ENERGY	\$ 63.23	\$ 379.35
\$ 308.57	TELUS	\$ 61.71	\$ 370.28
\$ 300.00	ZOH0 CORPORATION	\$ 60.00	\$ 360.00
\$ 280.67	ROGERS JESSICA L	\$ 56.13	\$ 336.81
\$ 165.34	BELL CANADA	\$ 33.07	\$ 198.41
\$ 135.48	SALTLAKEEXPRESS	\$ 27.10	\$ 162.58
\$ 111.10	COORCOONNEXIONINC	\$ 22.22	\$ 133.32
\$ 109.20	IDS AUTOSHRED	\$ 21.84	\$ 131.04
\$ 93.19	MICROAGE TECHNOLOGY SOLUTIONS	\$ 18.68	\$ 112.07
\$ 63.84	BELL CANADA	\$ 12.77	\$ 76.61

Schedule 2.5- Material Contracts and Agreements - Care Costs

#	Functional Department	Core	Coach Legal Entity	Start Date	Expiration Date	Product (if applicable)	Category	Frequency	Pre-Paid / Arrears	Monthly/Quarterly/Annual Obligation
60	IT	Core	Coach USA, Inc.	12/15/2023	Monthly	Bell Canada	Vendor	Monthly	Arrears	\$ - 129.87
61	Commercial	Core	Voyavation, LLC	01/01/2023	01/01/2024	Sales on mh.com	Marketing Agreement	Monthly	Arrears	\$ - 120.00
62	IT	Core	Coach USA, Inc.	Monthly	Monthly	CC Corp Cell phones	Vendor	Monthly	Arrears	\$ - 118.65
63	IT	Core	Coach USA, Inc.	Monthly	Monthly	PCI Fax Swright	Vendor	Monthly	Arrears	\$ - 95.00
64	IT	Core	Coach USA, Inc.	Monthly	Monthly	Phoro Satellite TV service	Vendor	Monthly	Arrears	\$ - 89.00
65	IT	Core	Coach USA, Inc.	03/07/2023	03/06/2026	Bell Canada	Vendor	Monthly	Arrears	\$ - 81.95
66	HR	Core	Coach USA, Inc.	04/15/2023	04/14/2026	Training Proposal and Agreement	Vendor	Annual	Arrears	\$ - 10,060.00
67	Commercial	Core	Voyavation LLC	09/25/2023	Open	Data	Vendor	Monthly	Arrears	\$ - 1,575.00
68	Commercial	Core	Voyavation LLC	12/01/2023	06/30/2024	Voyavation	Vendor	Monthly	Arrears	\$ - 16,651.00
69	HR	Core	Coach USA, Inc.	01/01/2024	12/31/2024	Broker	Vendor	Quarterly		\$ - 123,600.00
70	Commercial	Core	Voyavation LLC	09/01/2023	08/31/2024	Voyavation	Vendor	Monthly	Arrears	\$ - 24,112.00
71	Commercial	Core	Voyavation LLC	Monthly	N/A	Voyavation	Vendor	Annual	Prepaid	\$ - 200,835.00
72	Commercial	Core	Mogahua	01/01/2023	n/a	Student advertising	Student advertising	Monthly	Arrears	\$ - 60,000.00
73	Commercial	Core	Timothy Wagat, Inc.			Niagara Parks Permits	Vendor	Monthly	Arrears	\$ - 40,000.00
74	IT	Core	Coach USA, Inc.	N/A	N/A	Service Desk Plus	Vendor	Monthly	Arrears	\$ - 2,073.00
75	Commercial	Core	Voyavation LLC	08/01/2021	08/01/2024	Mogahua/Voyavation	Vendor	Monthly	Arrears	\$ - 1,814.00
76	Commercial	Core	Voyavation LLC	02/23/2017	05/25/2024	Voyavation	Vendor	Annual	Prepaid	\$ - 2,100.00
77	Commercial	Core	Voyavation LLC	Monthly	N/A	Voyavation	Vendor	Annual	Arrears	\$ - 1,155.00

Calculation	AP (Identified)	Contingency - 20%	Total Care Costs
\$ - 58.65	BELL CANADA	\$ - 11.73	\$ - 70.38
\$ - 54.19	NWSBW LLC	\$ - 10.84	\$ - 65.03
\$ - 53.58	ROGERS, JESSICA L	\$ - 10.72	\$ - 64.30
\$ - 42.90	NEXCOM INC	\$ - 8.58	\$ - 51.48
\$ - 40.19	BELL CANADA	\$ - 8.04	\$ - 48.23
\$ - 37.01	BELL CANADA	\$ - 7.40	\$ - 44.41
\$ -	OGLETREEDEAKINSNASHSMOAK&STEWART	\$ -	\$ -
\$ -	PHOENIX TECHNOLOGY PARTNERS	\$ -	\$ -
\$ -	TEKSYSTEMS	\$ -	\$ -
\$ -	MERRILL LYNCH	\$ -	\$ -
\$ -	PHOENIX TECHNOLOGY PARTNERS	\$ -	\$ -
\$ -	QUALTRICS LLC	\$ -	\$ -
\$ -	UNDAYS INC	\$ -	\$ -
\$ -	NIAGARA PARKS COMMISSION LICENCING OFFICE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -

Schedule 2.5: Material Contracts and Agreements - Cure Costs

#	Functional Department	Cure	Coach Legal Entity	Start Date	Expiration Date	Product (if applicable)	Category	Frequency	Pre-Paid / Arrears	Monthly/Quarterly/Annual Obligation
98	IT	Care	Coach USA, Inc.	09/20/2023	09/19/2026	Business Solutions	Vendor	Annual	Prepaid	\$ 10,353.00
99	Commercial	Care	Voyavation LLC	Monthly	N/A	Megabus/Voyavation	Vendor	Monthly	Prepaid	\$ 4,412.00
100	IT	Care	Coach USA, Inc.	12/18/2023	12/18/2024	PAM	Vendor	Annual	Prepaid	\$ 7,155.00
101	IT	Care	Coach USA, Inc.	Monthly	Monthly	SSL Cert Renewal	Vendor	Annual	Prepaid	\$ 280.00
102	IT	Care	Coach USA, Inc.	07/13/2023	07/14/2024	065 Backup	Vendor	Annual	Prepaid	\$ 23,051.00
103	Commercial	Care	Megabus	11/23/2023	11/24/2024	Social Media Monitoring	Email Marketing	Quarterly	Prepaid	\$ 44,000.00
104	Commercial	Care	Voyavation LLC	Monthly	N/A	Voyavation	Vendor	Annual	Prepaid	\$ 8,072.00
105	IT	Care	Coach USA, Inc.	03/17/2023	12/11/2024	Work order scanning	Vendor	Annual	Prepaid	\$ 25.45
106	HR	Care	Coach USA, Inc.	08/27/2023	08/26/2024	Data Retention	Vendor	Annual	Prepaid	\$ 32,245.00
107	HR	Care	Coach USA, Inc.	02/15/2015	10/1/2024	Fidelity	Vendor	Quarterly		\$ -
108	Commercial	Care	Voyavation LLC	Monthly	N/A	Voyavation	Vendor	Monthly	Prepaid	\$ 26.00
109	IT	Care	Coach USA, Inc.	02/01/2024	02/01/2025	Fortinet	Vendor	Annual	Prepaid	\$ 381.00
110	IT	Care	Coach USA, Inc.	09/01/2023	08/31/2024	Presto Software	Vendor	Annual	Prepaid	\$ 2,509.23
111	Commercial	Care	Voyavation LLC	Monthly	N/A	Megabus/Voyavation	Vendor	Monthly	Prepaid	\$ 3,500.00
112	Commercial	Care	Voyavation LLC	Monthly	N/A	Megabus/Voyavation	Vendor	Monthly	Prepaid	\$ 520.00
113	Commercial	Care	Voyavation LLC	02/01/2023	01/03/2024	Megabus	Vendor	Annual	Prepaid	\$ 26.00
114	IT	Care	Coach USA, Inc.	07/14/2023	07/14/2024	Laptop Backups	Vendor	Annual	Prepaid	\$ 1,060.00
115	Commercial	Care	Voyavation LLC	Monthly	N/A	Megabus/Voyavation	Vendor	Monthly	Prepaid	\$ 4,500.00
116	Commercial	Care	Voyavation LLC	Monthly	N/A	Voyavation	Vendor	Monthly	Prepaid	\$ 4,306.00

Calculation	AP (Identified)	Contingency - 20%	Total Cure Costs
\$ -	COGECOCONNECTIONINC	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	FIDELITY INVESTMENTS INSTITUTIONAL OPERATIONS COM	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -

Schedule 2.5: Material Contracts and Agreements - Core Costs

#	Functional Department	Core	Coach Legal Entity	Start Date	Expiration Date	Product (if applicable)	Category	Frequency	Pre-Paid / Arrears	Monthly/Quarterly/Annual Obligation
117	IT	Core	Coach USA, Inc.	12/21/2023	12/20/2024	AD Manager	Vendor	Annual	Prepaid	\$ 278.75
118	IT	Core	Coach USA, Inc.	8/32/2023	08/30/2024	AD Self Service	Vendor	Annual	Prepaid	\$ 149.58
119	IT	Core	Coach USA, Inc.	07/01/2023	07/01/2024	Endpoint Central	Vendor	Annual	Prepaid	\$ 1,629.00
120	IT	Core	Coach USA, Inc.	09/01/2023	08/31/2024	Network device maintenance	Vendor	Annual	Prepaid	\$ 526.75
121	IT	Core	Coach USA, Inc.	11/09/2023	11/08/2024	Network office device maintenance	Vendor	Annual	Prepaid	\$ 1,012.50
122	IT	Core	Coach USA, Inc.	01/05/2024	01/05/2025	Office 365	Vendor	Annual	Prepaid	\$ 15,177.00
123	Commercial	Core	Megabus	09/27/2023	09/26/2024	Hypemars	AI email/chat	Annual	Prepaid	\$ 15,000.00
124	Commercial	Core	Voyation, LLC	05/27/2011	05/27/2024	Sales on mb.com	Marketing Agreement	Monthly	Arrears	\$ 43,000.00
125	HR	Core	Coach USA, Inc.	07/01/2023	06/30/2024	Hire/Purpose	Vendor	Annual	Prepaid	\$ 36,000.00
126	IT	Core	Coach USA, Inc.	10/31/2023	10/30/2024	Meraki	Vendor	Annual	Prepaid	\$ 12,150.00
127	IT	Core	Coach USA, Inc.	08/29/2023	08/28/2024	Meraki	Vendor	Annual	Prepaid	\$ 17,834.48
128	IT	Core	Coach USA, Inc.	05/09/2022	05/08/2025	QC Software	Vendor	Annual	Prepaid	\$ 39,629.00
129	Commercial	Core	Megabus NE LLC	05/09/2022	05/08/2025	competitive data	technology	Annual	Prepaid	\$ 2,100.00
130	IT	Core	Coach USA, Inc.	01/08/2024	01/08/2025	Power 9 AS 400 support	Vendor	Annual	Prepaid	\$ 624.36
131	IT	Core	Coach USA, Inc.	08/01/2023	07/31/2024	Duressware Remote Control	Vendor	Annual	Prepaid	\$ 441.00
132	Commercial	Core	Voyation LLC	Monthly	N/A	Voyation	Vendor	Monthly	Prepaid	\$ 131.00

Calculation	AP (Identified)	Contingency - 20%	Total Core Costs
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PRESIDIO NETWORKED SOLUTIONS GROUP LL	\$ -	\$ -
\$ -	PRESIDIO NETWORKED SOLUTIONS GROUP LL	\$ -	\$ -
\$ -	MICROSOFTONLINEINC	\$ -	\$ -
\$ -	NETCOMINC	\$ -	\$ -
\$ -	ONTARIO NORTHLAND	\$ -	\$ -
\$ -	ORIONCSLLC	\$ -	\$ -
\$ -	PRESIDIO NETWORKED SOLUTIONS GROUP LL	\$ -	\$ -
\$ -	PRESIDIO NETWORKED SOLUTIONS GROUP LL	\$ -	\$ -
\$ -	Q2SOFTWARELLC	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	SOLARWINDS	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -

Schedule 2.5: Material Contracts and Agreements - Cure Costs

#	Functional Department	Core	Coach Legal Entity	Start Date	Expiration Date	Product (if applicable)	Category	Frequency	Pre-Paid / Arrears	Monthly/Quarterly/Annual Obligation
133	IT	Core	Coach USA, Inc.	03/01/2023	03/31/2025	Barcodez	Vendor	Annual	Prepaid	\$ 18,099.59
134	Commercial	Core	Voyavision LLC	08/14/2023	Open	Voyavision	Vendor	Monthly	Prepaid	\$ 630.00
135	IT	Core	Coach USA, Inc.	11/03/2023	11/02/2024	Remote desktop sw	Vendor	Annual	Prepaid	\$ 2,130.17
136	IT	Core	Coach USA, Inc.	06/27/2023	Monthly	TEK Systems	Vendor	Monthly	Arrears	
137	IT	Core	Coach USA, Inc.	12/31/2023	12/30/2024	Vulnerability scanner sw	Vendor	Annual	Prepaid	\$ 25,275.00
138	Legal	Core	Coach USA, Inc.	01/23/2023	01/23/2026	Westlaw Corporate Legal Software	Vendor	Monthly	Prepaid	\$ 694.84
139	Commercial	Core	Megabus	01/01/2023	n/a	Signage	Signage	Monthly	Arrears	\$ 2,500.00
140	IT	Core	Coach USA, Inc.	Monthly	Monthly	Domain Renewals	Vendor	Annual	Prepaid	\$ 123.00
141	IT	Core	Coach USA, Inc.	06/01/2023	06/01/2024	Server Virtualization	Vendor	Annual	Prepaid	\$ 11,424.00
142	IT	Core	Coach USA, Inc.	12/31/2023	12/29/2024	AD Manager	Vendor	Annual	Prepaid	\$ 3,345.00
143	IT	Core	Coach USA, Inc.	07/19/2023	07/18/2024	Endpoint Central	Vendor	Annual	Prepaid	\$ 19,548.00
144	IT	Core	Coach USA, Inc.	08/26/2023	08/27/2024	Log360	Vendor	Annual	Prepaid	\$ 12,495.00
145	IT	Core	Coach USA, Inc.	01/09/2024	01/08/2025	Zoom	Vendor	Annual	Prepaid	\$ 4,258.00
146	Commercial	Core	Timothy Wagar, Inc.			Yreka/ale Terminal	Vendor	Monthly	Arrears	\$ 5,999.95
147	Commercial	Core	Timothy Wagar, Inc.			Whitby Platform	Vendor	Monthly	Arrears	\$ 1,695.00

Calculation	AP (Identified)	Contingency - 20%	Total Cure Costs
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	TEKSYSTEMS	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	UNEDAYS INC	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	ZOHO CORPORATION	\$ -	\$ -
\$ -	ZOHO CORPORATION	\$ -	\$ -
\$ -	ZOHO CORPORATION	\$ -	\$ -
\$ -	PREPAID-NO CURE	\$ -	\$ -
\$ -	Metrolix	\$ -	\$ -
\$ -	Metrolix	\$ -	\$ -

4,393,572.79

878,714.56

5,272,287.35

Schedule 4.6(b): Leased Real Property

#	Lease Type	Care vs. Non-Care	Legal Entity	Operational / DBA Entity	Lessee	Lessor	Location (city)	Address	Description	Type of asset leased	Outstanding Obligation (Lessor)	Calculation	Contingency - 20%	Property Tax Estimate	Total Cure Cost
1	4.6(b) Leased Real	Care	Trenway Wagar, Inc.	Coach Canada	Trenway-Wagar Inc. / Coach Canada	Metrolinx	Toronto, ON	30 Lakeshore Boulevard West	30 Lakeshore Boulevard West	Parking/ Stop	\$ 442,951.57	\$ 442,951.57	\$ 88,590.31	\$ -	\$ 531,541.88
2	4.6(b) Leased Real	Care	Hudson Transit Lines, Inc.	Shortline	Shortline (1200)	PABT	New York, NY	625 8th Avenue, New York, NY 10018 (BT-HTL-BPL-613)	625 8th Avenue, New York, NY 10018	Parking/ Stop	\$ 330,785.16	\$ 330,785.16	\$ 66,157.03	\$ -	\$ 396,942.19
3	4.6(b) Leased Real	Care	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	Union Station Redevelopment Corporation	Washington D.C.	Union Station Washington D.C.	Union Station Washington D.C.	Parking/ Stop	\$ 278,600.75	\$ 278,600.75	\$ 55,720.15	\$ -	\$ 334,320.90
4	4.6(b) Leased Real	Care	Rockland Coaches, Inc.	Rockland	Rockland Coaches, Inc.	NY commuter (1030, 1043, 1060, 1200)	New York, NY	625 8th Avenue, New York, NY 10018	625 8th Avenue, New York, NY 10018	Parking/ Stop	\$ 158,101.68	\$ 158,101.68	\$ 31,620.34	\$ -	\$ 189,722.02
5	4.6(b) Leased Real	Care	Rockland Coaches, Inc.	Rockland	Rockland Coaches, Inc.	NY commuter (1030, 1043, 1060, 1200)	New York, NY	437 Tonnelle Avenue Jersey City, NJ 07306	437 Tonnelle Avenue Jersey City, NJ 07306	Parking/ Stop	\$ 109,806.00	\$ 109,806.00	\$ 21,961.20	\$ -	\$ 131,767.20
6	4.6(b) Leased Real	Care	Hudson Transit Lines, Inc.	Shortline	Coach USA	Hudson Body Co	Jersey City, NJ	160 Route 17 North Paramus, New Jersey, 07653	160 Route 17 North Paramus, New Jersey, 07653	Parking/ Stop	\$ 107,609.62	\$ 107,609.62	\$ 21,521.92	\$ -	\$ 129,131.54
7	4.6(b) Leased Real	Care	Route 17 North Realty, LLC	Overhead Consol.	Coach USA, Inc.	Route 17 SG LLC	Paramus, NJ	160 Route 17 North Paramus, New Jersey, 07653	Paramus Route 17 North facility	Building	\$ 68,295.44	\$ 68,295.44	\$ 13,659.09	\$ -	\$ 81,954.53
8	4.6(b) Leased Real	Care	Perfect Body, Inc.	Perfect Body	Perfect Body (1055)	M-Industries LLC	North Bergen, NJ	7100 Westside Avenue North Bergen, NJ 07047	North Bergen, NJ, facility - 7100 Westside Avenue	Building	\$ 65,011.36	\$ 65,011.36	\$ 13,002.27	\$ -	\$ 78,013.63
9	4.6(b) Leased Real	Care	Short Line Terminal Agency, Inc.	Shortline	Short Line Terminal Agency, Inc.	County of Broome	Binghamton, NY	81 Chenango St Binghamton, NY 13901	81 Chenango St Binghamton, NY 13901	Parking/ Stop	\$ 49,202.56	\$ 49,202.56	\$ 9,840.51	\$ -	\$ 59,043.07
10	4.6(b) Leased Real	Care	Trenway Wagar, Inc.	Coach Canada	Trenway-Wagar Inc. / Coach Canada	Place Bonaventure Property Management Inc	Montreal, Quebec	800 De La Gauchetiere Street, W. Montreal, Quebec	800 De La Gauchetiere Street, W. Montreal, Quebec	Parking/ Stop	\$ 48,720.00	\$ 48,720.00	\$ 9,744.00	\$ -	\$ 58,464.00
11	4.6(b) Leased Real	Care	Trenway Wagar, Inc.	Coach Canada	Trenway-Wagar Inc. / Coach Canada	Stonequest Management Inc.	Peterborough, Ontario	2015 Fisher Drive, Peterborough, Ontario	Peterborough Office	Building	\$ 45,010.85	\$ 45,010.85	\$ 9,002.17	\$ -	\$ 54,013.02
12	4.6(b) Leased Real	Care	Midtown Bus Terminal of New York, Inc.	Midtown Bus Terminal	Midtown Bus Terminal (1031)	PABT	New York, NY	625 8th Avenue New York, NY 10018 (BT-MBT-BTW-036)	625 8th Avenue New York, NY 10018	Parking/ Stop	\$ 42,421.68	\$ 42,421.68	\$ 8,484.34	\$ -	\$ 50,906.02
13	4.6(b) Leased Real	Care	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	Maryland Transit Administration	Baltimore, MD	8480 Honeygo Blvd. Baltimore, MD 21236	8480 Honeygo Blvd. Baltimore, MD 21236	Parking/ Stop	\$ 42,337.26	\$ 42,337.26	\$ 8,467.45	\$ -	\$ 50,804.71
14	4.6(b) Leased Real	Care	Trenway Wagar, Inc.	Coach Canada	Trenway-Wagar Inc. / Coach Canada	Braund Investments Kingston Limited	Kingston, ON	1175 John Counter Boulevard	1175 John Counter Boulevard	Parking/ Stop	\$ 37,491.53	\$ 37,491.53	\$ 7,498.31	\$ -	\$ 44,989.83
15	4.6(b) Leased Real	Care	Sam Van Galder, Inc.	Van Galder	Van Galder (3050)	[TBD]	Madison, WI	46 Collins Court, Madison, Wisconsin	46 Collins Court, Madison, Wisconsin	Parking/ Stop	\$ 33,750.00	\$ 33,750.00	\$ 6,750.00	\$ -	\$ 40,500.00
16	4.6(b) Leased Real	Care	Sam Van Galder, Inc.	Van Galder	Van Galder (3050)	SVG Rockford LLC	Rockford, IL	7559 Walton St.	7559 Walton St.	Parking/ Stop	\$ 30,212.40	\$ 30,212.40	\$ 6,042.48	\$ -	\$ 36,254.88
17	4.6(b) Leased Real	Care	Suburban Transit Corp.	Suburban	Suburban Transit Corp.	New Jersey Transit Corporation (NJ Transit)	North Bergen, NJ	2001 Tonnelle Ave North Bergen, NJ 07047	2001 Tonnelle Ave North Bergen, NJ 07047	Parking/ Stop	\$ 30,000.00	\$ 30,000.00	\$ 6,000.00	\$ -	\$ 36,000.00
18	4.6(b) Leased Real	Care	Megabus USA, LLC	Megabus Retail	Megabus Retail	City of Philadelphia	Philadelphia, PA	Schuykill Ave and Walnut Street	Schuykill Ave and Walnut Street	Parking/ Stop	\$ 28,125.00	\$ 28,125.00	\$ 5,625.00	\$ -	\$ 33,750.00
19	4.6(b) Leased Real	Care	Dillon's Bus Service, Inc.	Dillons	Dillons (1120)	Washington Convention and Sports Authority via Events DC	Washington, D.C.	2500 Independence Ave SE Washington, DC 20003	2500 Independence Ave SE Washington, DC 20003	Parking/ Stop	\$ 27,000.00	\$ 27,000.00	\$ 5,400.00	\$ -	\$ 32,400.00
20	4.6(b) Leased Real	Care	Sam Van Galder, Inc.	Wisconsin Coach	Van Galder (3050)	Stephen R. Van Galder	Janesville, WI	715 S Pearl St Janesville, WI 53548	715 S Pearl St Janesville, WI 53548	Building	\$ 25,003.38	\$ 25,003.38	\$ 5,000.68	\$ -	\$ 30,004.06
21	4.6(b) Leased Real	Care	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines (3030)	Indiana Coach Sales, Inc.	Milwaukee, WI	4960 South 13th Street, Milwaukee, WI	4960 South 13th Street, Milwaukee, WI	Parking/ Stop	\$ 24,070.41	\$ 24,070.41	\$ 4,814.08	\$ -	\$ 28,884.49
22	4.6(b) Leased Real	Care	Shortline Terminal Agency, Inc.	Shortline	Shortline Terminal Agency, Inc.	J. Daskalis Family Limited Partnership, LLP	Middletown, NY	18 and 22 Railroad Ave Middletown, NY 10940	18 and 22 Railroad Ave Middletown, NY 10940	Parking/ Stop	\$ 19,427.85	\$ 19,427.85	\$ 3,885.57	\$ -	\$ 23,313.42
23	4.6(b) Leased Real	Care	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines, Inc.	Licensor: Greyhound Lines, Inc.	Milwaukee Intermodal Partners LLC	Milwaukee, WI	433 West St Paul Avenue Milwaukee, WI 53203	433 West St Paul Avenue Milwaukee, WI 53203	Parking/ Stop	\$ 19,000.00	\$ 19,000.00	\$ 3,800.00	\$ -	\$ 22,800.00

Schedule 4.6(b): Leased Real Property

#	Lease Type	Cors vs. Non-Cors	Legal Entity	Operational / DBA Entry	Lessee	Lessor	Location (city)	Address	Description	Type of asset leased	Outstanding Obligation (Lessor)	Calculation	Contingency - 20%	Property Tax Estimate	Total Cure Cost
24	4.6(b) Leased Real	F Cors	Elko, Inc.	Van Galder	Elko (7010)	Transwood Carriers	Winnemucca, NV	4500 Junco Road Winnemucca, NV 89445	4500 Junco Road, Winnemucca, NV	Building	\$ 12,500.00	\$ 12,500.00	\$ 2,500.00	\$ -	\$ 15,000.00
25	4.6(b) Leased Real	F Cors	Sara Van Galder, Inc.	Van Galder	Van Galder (3050)	Stephen R. Van Galder and Suzanne Van Galder	Janesville, WI	3120 North Pontiac Dr Janesville, WI 53545	3120 North Pontiac Dr Janesville, WI 53545	Building	\$ 10,418.08	\$ 10,418.08	\$ 2,083.62	\$ -	\$ 12,501.70
26	4.6(b) Leased Real	F Cors	Chenango Valley Bus Lines, Inc.	Shortline	S.L.T.A.(1212)	Binghamton Terminal LLC	Monticello, NY	45 Sturgis Road	45 Sturgis Road	Parking/ Stop	\$ 9,475.00	\$ 9,475.00	\$ 1,895.00	\$ -	\$ 11,370.00
27	4.6(b) Leased Real	F Cors	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines, Inc.	Ramsey County Regional Railroad Authority	St. Paul, MN	214 East 4th St. Saint Paul, MN 55101	214 East 4th St. Saint Paul, MN 55101	Parking/ Stop	\$ 8,412.70	\$ 8,412.70	\$ 1,682.54	\$ -	\$ 10,095.24
28	4.6(b) Leased Real	F Cors	Chenango Valley Bus Lines, Inc (31)	Coach Canada	Coach Canada	Brandywine LLC	Binghamton, NY	29 Brandywine Avenue Binghamton, NY	29 Brandywine Avenue	Building	\$ 7,066.92	\$ 7,066.92	\$ 1,413.38	\$ -	\$ 8,480.30
29	4.6(b) Leased Real	F Cors	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	City of Richmond, VA	Richmond, VA	1500 E. Main St. Richmond, VA 23219	1500 E. Main St. Richmond, VA 23219	Parking/ Stop	\$ 5,181.85	\$ 5,181.85	\$ 1,036.37	\$ -	\$ 6,218.22
30	4.6(b) Leased Real	F Cors	Suburban Transit Corp.	Suburban	Suburban (1060)	PABT	New York, NY	4th floor PABT office space (Permit: BT-SUB-BOF-033)	4th floor PABT office space (Permit: BT-SUB-BOF-033)	Building	\$ 3,536.40	\$ 3,536.40	\$ 707.28	\$ -	\$ 4,243.68
31	4.6(b) Leased Real	F Cors	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines (3030)	Brat Stop, Inc.	Kenosha, WI	11304 75th Street, Kenosha, WI 5342	11305 75th Street, Kenosha, WI 5342	Building	\$ 3,000.00	\$ 3,000.00	\$ 600.00	\$ -	\$ 3,600.00
32	4.6(b) Leased Real	F Cors	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	White Marsh Mill, LLC	Baltimore, MD	8200 Perry Hill Blvd. Baltimore, MD 21236	8200 Perry Hill Blvd. Baltimore, MD 21236	Parking/ Stop	\$ 2,995.00	\$ 2,995.00	\$ 599.00	\$ -	\$ 3,594.00
33	4.6(b) Leased Real	F Cors	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines (3030)	Travis Halcomb	Kenosha, WI	6626 39th Avenue, Kenosha, WI 53142	6626 39th Avenue, Kenosha, WI 53142	Building	\$ 1,775.00	\$ 1,775.00	\$ 355.00	\$ -	\$ 2,130.00
34	4.6(b) Leased Real	F Cors	Suburban Transit Corp.	Suburban	Suburban (1060)	PABT	New York, NY	10018	10018	Parking/ Stop	\$ -	\$ -	\$ -	\$ -	\$ -
35	4.6(b) Leased Real	F Cors	Dillon's Bus Service, Inc.	Suburban	Dillons (1120)	Terreno New Ridge LLC	Hanover, MD	7479 New Ridge Road Hanover, MD 21076	7479 Ridge Road, Hanover, MD	Building	\$ -	\$ -	\$ -	\$ -	\$ -
36	4.6(b) Leased Real	F Cors	Trenway Wagar, Inc.	Coach Canada	Trenway-Wagar Inc. / Coach Canada	9313-4096 Quebec Inc.	Montreal, Quebec	5550 Monk Street, Montreal, Quebec	5550 Monk Street, Montreal, Quebec	Building	\$ -	\$ -	\$ -	\$ -	\$ -
37	4.6(b) Leased Real	F Cors	Trenway Wagar, Inc.	Coach Canada	Trenway-Wagar Inc. / Coach Canada	Nirtag Holdings Limited	Mississauga, ON	6020 Indian Line Road, Mississauga, ON	6020 Indian Line Road, Mississauga, ON	Building	\$ -	\$ -	\$ -	\$ -	\$ -
38	4.6(b) Leased Real	F Cors	Trenway Wagar, Inc.	Coach Canada	Trenway-Wagar Inc. / Coach Canada	2131595 Ontario Inc.	Niagara Falls, Ontario	7302 Kalar Road, Niagara Falls, Ontario	7302 Kalar Road, Niagara Falls, Ontario	Building	\$ -	\$ -	\$ -	\$ -	\$ -
39	4.6(b) Leased Real	F Cors	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines, Inc.	Wisconsin Coach Lines (3030)	Dairyland Buses Inc	Waukesha, WI	1520 Arcadian Ave Waukesha, WI 53186	1520 Arcadian Ave Waukesha, WI 53186	Building	\$ -	\$ -	\$ -	\$ -	\$ -
40	4.6(b) Leased Real	F Cors	Trenway Wagar, Inc.	Van Galder	Trenway-Wagar Inc. / Coach Canada	Clarmon Investments Inc.	Kingston, Ontario	180 Hickson Avenue, Kingston, Ontario	180 Hickson Avenue, Kingston, Ontario	Building	\$ -	\$ -	\$ -	\$ -	\$ -
41	4.6(b) Leased Real	F Cors	Trenway Wagar, Inc.	Coach Canada	Trenway-Wagar Inc. / Coach Canada	1001 Dominion Square Management Inc.	Montreal, Quebec	1255 Rue Peel, Montreal, Quebec	Montreal Sightseeing Office	Building	\$ -	\$ -	\$ -	\$ -	\$ -
42	4.6(b) Leased Real	F Cors	Elko, Inc.	Elko	Elko (7010)	R.O.I. Elko 3 Investors, LLC	Elko, NV	0 acres of real property in Elko County, Nevada, including 503 parking spaces.	0 acres of real property in Elko County, Nevada, including 503 parking spaces.	Parking/ Stop	\$ -	\$ -	\$ -	\$ -	\$ -
43	4.6(b) Leased Real	F Cors	Trenway Wagar, Inc.	Elko	Trenway-Wagar Inc. / Coach Canada	The Corporation of the City of Niagara Falls	Niagara Falls, Ontario	4555 Erie Avenue, Niagara Falls, Ontario	4555 Erie Avenue, Niagara Falls, Ontario	Building	\$ -	\$ -	\$ -	\$ -	\$ -
44	4.6(b) Leased Real	F Cors	Trenway Wagar, Inc.	Coach Canada	Trenway-Wagar Inc. / Coach Canada	Metrolinx	Whitby, ON	1340 Brock St. S. Whitby, ON	1340 Brock St. S. Whitby, ON	Parking/ Stop	\$ -	\$ -	\$ -	\$ -	\$ -
45	4.6(b) Leased Real	F Cors	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	Pennsylvania Department of Transportation	State College, PA	1665 N. Atherton St. State College, PA 16801	1665 N. Atherton St. State College, PA 16801	Parking/ Stop	\$ -	\$ -	\$ -	\$ -	\$ -

SCHEDULE 3.4: PURCHASE PRICE ALLOCATION PRINCIPLES

In accordance with Section 3.4 of the Agreement, the Purchase Price, Assumed Liabilities, and any other amounts treated as consideration for applicable tax purposes (the “*Tax Purchase Price*”) will be allocated among the Purchased Assets of the Sellers as set forth below. Class references shall conform to Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Accordingly, the Tax Purchase Price will be allocated first to the Class I assets up to the value of such assets as set forth below. Any excess Tax Purchase Price will next be allocated to Class II assets up to the value of such assets as set forth below, etc. For purposes of clarity, after the Tax Purchase Price is allocated to each class up to the value thereof as determined below, any excess Tax Purchase Price will be allocated to the next sequential class of assets. The listing of a class of assets in the table below does not necessarily mean that such class of assets is applicable to the transaction.

Asset Class¹	Allocation of Purchase Price
Class I (e.g., cash, demand deposits, etc.)	An amount equal to the fair market value of any Class I assets as of the Closing Date.
Class II (e.g., marketable stock, government securities, etc.)	An amount equal to the fair market value of any Class II assets as of the Closing Date.
Class III (e.g., accounts receivables, mortgages, etc.)	An amount equal to the fair market value of any Class III assets as of the Closing Date.
Class IV (e.g., inventory, etc.)	An amount equal to the fair market value of any Class IV assets as of the Closing Date.
Class V (e.g., assets other than Class I, II, III, IV, VI, or VII assets)	An amount equal to the fair market value of any Class V assets as of the Closing Date.
Class VI (e.g., Section 197 intangibles, other than goodwill and going concern value)	An amount equal to the fair market value of any Class VI assets as of the Closing Date.
Class VII (goodwill and going concern value)	The remainder of the Tax Purchase Price.

¹ The specific assets to be included in each designated “class” will be determined in accordance with Treasury Regulations Section 1.338-6(b).

SCHEDULE 4.2: SUBSIDIARIES (US)

See attached.

Schedule 4.2: Subsidiaries (US)

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Shareholder(s)	FEIN	Authorized Shares	Type of Shares Authorized	Par Value	Issued and Outstanding Shares
1	Core	Barclay Airport Service, Inc.	Barclay Airport Service	Coach USA, Inc.	22-2440127	1000	common	no par	610
2	Core	Chenango Valley Bus Lines, Inc.	Shortline	Limousine Rental Service, Inc.	16-1043732	200	no designation	No Par	100
3	Core	Coach USA Administration, Inc.		SCUSI Limited	76-0530869	10000	common	\$1.00	2630
4	Core	Coach USA MBT, LLC		TRT Transportation, Inc.	93-1220116	NA	NA	NA	NA
5	Core	Coach USA, Inc.	Coach USA	Coach USA Administration, Inc.	76-0608391	3000	common	\$0.01	1147
6	Core	Community Bus Lines, Inc.	Community Coach	Coach USA, Inc.	22-1640714	1000	common	no par	610
7	Core	Community Coach, Inc.	Community Coach	Coach USA, Inc.	22-0748733	1000	no designation	No Par	610
8	Core	Community Tours, Inc.	Community Coach	Coach USA, Inc.	22-2469770	1000	common	no par	610
9	Core	Community Transit Lines, Inc.	Community Coach	Coach USA, Inc.	22-2244779	1000	common	no par	610
10	Core	Community Transportation, Inc.	Community Coach	Coach USA, Inc.	22-2771172	1000	common	no par	610
11	Core	Dillons Bus Service, Inc.	Dillons Bus	Coach USA, Inc.	52-2084398	1000	common	\$1	1000
12	Core	Elko, Inc.	Elko	Coach USA MBT, LLC	83-0249542	1000	common	\$1	1000
13	Core	Hudson Transit Corporation	Shortline	Coach USA, Inc.	14-0764320	1000	500 common; 500 preferred 8% cumulative nonvoting with the privilege of retirement after 5 years upon 60 days notice at \$105 per share	preferred-\$100; common-\$100	Common 223
14	Core	Hudson Transit Lines, Inc.	Shortline	Coach USA, Inc.	22-1003545	2000	capital	\$100	981
15	Core	Megabus Northeast, LLC	Megabus NE	Independent Bus Company, inc.	26-2062401	None-LLC	None-LLC	None-LLC	None-LLC
16	Core	Voyavation LLC		Independent Bus Company, inc.	27-2902542				
17	Core	Midtown Bus Terminal of New York, Inc.		Coach USA, Inc.	13-1043100	200	capital	no par	66
18	Core	Mister Sparkle, Inc.		Coach USA, Inc.	22-3254259	2500	capital	no par	110
19	Core	Olympia Trails Bus Company, Inc.	Olympia Trails	Coach USA, Inc.	22-1950015	1000	common	no par	100
20	Core	Paramus Northeast Mgt Co., LLC		Olympia Trails Bus Company, Inc.	22-3769192	100 Units			100 Units
21	Core	Perfect Body, Inc.	Perfect Body	Coach USA, Inc.	22-1444220	1000	common	no par	199
22	Core	Rockland Coaches, Inc.	Rockland	Red and Tan Enterprises	22-1525368	500	common	no par	424
23	Core	Rockland Transit Corp.	Rockland	Red and Tan Enterprises	22-1003830	500	250 shares preferred 7% cumulative non-voting 250 shares common	\$100	125 common
24	Core	Route 17 North Realty, LLC		Coach USA, Inc.	00-0752960	100 Units	NA	NA	100 Units

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Shareholder(s)	FEIN	Authorized Shares	Type of Shares Authorized	Par Value	Issued and Outstanding Shares
25	Core	Sam Van Galder, Inc.	Van Galder	Coach USA, Inc.	39-1036253	A-2000; B-18000	A-Common; B-Common	Both no par	A-300; B-2700
26	Core	Short Line Terminal Agency, Inc.	Shortline	Coach USA, Inc.	22-1474612	1000 common 20,000 preferred	common and preferred	common-no par preferred-\$100	217.5-common 6959 preferred
27	Core	Suburban Management Corp.	Suburban	Coach USA, Inc.	22-3182287	2500	capital	no par	110
28	Core	Suburban Trails, Inc.	Suburban	Coach USA, Inc.	22-2255681	2500	capital	no par	45
29	Core	Suburban Transit Corp.	Suburban	Coach USA, Inc.	22-1313572	1250	common	no par	91
30	Core	Wisconsin Coach Lines, Inc.	Wisconsin Coach	Coach USA, Inc.	39-0690146	150	common	no par	100

SCHEDULE 4.2: SUBSIDIARIES (CANADA)

See attached.

Schedule 4.2: Subsidiaries (Canada)

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Shareholder(s)	Jurisdiction	Shares
1	Core	Megabus Canada Inc.	Megabus Canada	Coach USA, Inc.	Ontario	100 Common Shares
2	Core	3376249 Canada Inc.		Coach USA, Inc.	Canada	1 Common Shares; 127,437 Dividend Access Shares
3	Core	Trentway-Wagar (Properties) Inc.	Coach Canada	3376249 Canada Inc. (42.3%); Coach USA, Inc. (57.7%)	Ontario	3376249 Canada Inc. - 8,296 Class A Common Shares; Coach USA, Inc. - 11,331 Class A Common 19,000 Preference Shares
4	Core	Trentway-Wagar Inc.	Coach Canada	Trentway-Wagar (Properties) Inc.	Ontario	37,204 Common Shares; 2,500 First Preference Shares
5	Core	Douglas Braund Investments Inc.		Trentway-Wagar Inc.	Ontario	750 Class A Shares 1,260 Common Shares 5,000 Preference Shares
6	Core	4216849 Canada Inc.		Megabus Canada Inc.	Quebec	100 Class "A" Common Shares; 200,000 Class "D" Preferred Shares
7	Core	3329003 Canada Inc.		Coach USA, Inc.	Canada	1 Class "A" Share

SCHEDULE 4.3(b): REQUIRED CONSENTS

The assignment to the Purchaser of any Contract pursuant to which a third party licenses Intellectual Property to a Seller is subject to the consent of the licensor.

SCHEDULE 4.5: CONDITION OF THE PURCHASED ASSETS

Schedule 4.5(i):

Certain Vehicles are in need of repair outside of ordinary, routine maintenance and repair (*i.e.*, with respect to engines and/or transmissions). The number of such Vehicles and the Sellers to which they relate are summarized on the attached chart.

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Schedule 4.5: Condition of the Purchased Assets; Sufficiency

#	Core vs. Non-Core	Legal Entity	Engine	Transmission	Total
1	Core	Trentway-Wagar, Inc.	1	-	1
2	Core	Community Transit	1	-	1
3	Core	Dillon's Bus Service, Inc.	3	2	5
4	Core	Elko, Inc.	14	4	18
5	Core	Megabus Northeast, LLC	2	2	4
6	Core	Hudson Transit Lines, Inc.	-	2	2
7	Core	Suburban Trails, Inc.	-	-	-
8	Core	Sam Van Galder, Inc.	-	-	-
9	Core	Wisconsin Coach Lines, Inc.	-	6	6
TOTAL			21	16	37

SCHEDULE 4.6: GOVERNMENTAL CONSENTS

The following items will require approval or consent:

1. Approval of the STB is required in connection with the transactions contemplated by the Agreement.
2. Approval of the Quebec Transport Commission is required in order to transfer the licenses issued thereby.
3. Notification and consent to transfer all U.S. Department of Transportation numbers set forth on Schedule 4.8(a) is required in connection with the transactions contemplated by the Agreement.
4. The assignment to the Purchaser of any Contract pursuant to which a third party licenses Intellectual Property to a Seller is subject to the consent of the licensor.
5. The assignment of Vehicle leases, access agreements, and Leases for which the counterparty is a Governmental Authority may require such Governmental Authority's consent under applicable Legal Requirements.
6. The following revenue generating Contracts with Governmental Authorities will require the approval and/or consent of the applicable Governmental Authority under applicable Legal Requirements:
 - a. Intercity Bus / Mass Transportation Joint Service Agreement, dated January 1, 2023, by and between Chenango Valley Bus Lines, Inc. and New York State Department of Transportation.
 - b. Commuter Bus Service – Route 203, dated April 1, 2022, by and between Dillon's Bus Service, Inc. and the Maryland Department of Transportation.
 - c. Services Agreement, dated November 8, 2023, by and between Dillon's Bus Service, Inc. and Commonwealth of Virginia, Department of Rail and Public Transportation.
 - d. Commuter Bus Service contracts for Routes 201, 220, 230, 240, 250, 260, 310, 320, 335, and 345, all dated September 1, 2019, by and between Dillon's Bus Service, Inc. and the Maryland Department of Transportation.
 - e. Intercity Bus / Mass Transportation Joint Service Agreement, dated January 1, 2023, by and between Hudson Transit Lines, Inc. and the New York State Department of Transportation.
 - f. Transportation Contract, dated December 3, 2021, by and between Hudson Transit Lines, Inc. and SUNY Cortland Student Government Association.
 - g. Intercity Bus / Mass Transportation Joint Service Agreement, dated January 1, 2023, by and between Rockland Coaches, Inc. and the New York State Department of Transportation.
 - h. Agreement dated April 1, 2023, by and between Rockland Coaches, Inc. and the County

of Rockland.

- i. Agreement dated January 1, 2024, by and between Hudson Transit Lines, Inc. and the New York State Department of Transportation.
 - j. Commuter Bus Service, dated March 11, 2022, by and between Dillon's Bus Service, Inc. and Maryland Department of Transportation.
 - k. Intercity Bus Services, dated July 24, 2023, by and between Dillon's Bus Service, Inc. and Commonwealth of Virginia, Department of Rail and Public Transportation.
 - l. County of Rockland Agreement, dated April 1, 2023, by and between Hudson Transit Lines, Inc. and County of Rockland.
7. Funding applications submitted via sam.gov and the New Jersey Economic Development Authority will require approval of the applicable Governmental Authority.
 8. Approval of the Nevada Transportation Authority is required in connection with Contracts associated with Elko, Inc.
 9. Approval of the New Jersey Intrastate Operating Authority is required in connection with all operating Sellers operating in the state of New Jersey.
 10. Notice to and review by the New York City Department of Transportation is required in connection with each Bus Stop Permit issued by the New York City Department of Transportation set forth on Schedule 4.8(a).

The following items cannot be transferred:

1. Certificate of Registration by the Alcohol and Gaming Commission of Ontario (AGCO) to Trentway-Wagar Inc., Coach Canada, Registration No. 00071396 for the term period through September 22, 2019.
2. All FMCSA operating authorities held by Sellers cannot be transferred.

SCHEDULE 4.7(a)(i): OWNED REAL PROPERTY

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Location Name	Street Address	City / Town	State	ZIP	Note from Seller's Disclosures
1	Core	Hudson Transit Lines, Inc.	Shortline	Shortline / Chester Garage	66 Tetz Road	Chester	NY	10918	Maintenance , operations and support staff facility for Shortline. This is the main maintenance and garage facility as well as where we centralize operations and support staff. *Subject to government grant-funding restrictions
2	Core	CUSARE, Inc. by deed dated January 12, 2024	Elko		4105 W Idaho St	Elko City	NV	89801	
3	Core	Cusare, Inc., by Quitclaim Deed dated 01/12/2024	Van Galder	Van Galder	7595 Walton Street	Rockford,	IL	61108	
4	Core	Hudson Transit Lines, Inc.	Shortline	Shortline	19-35 Robert Street	Middletown	NY	10940	Area designated for potential future Middletown Transit Center. Exact project scope TBD
5	Core	So. Orange Ave Bus Association			1136-1146 South Orange Av	Newark City	NY	07106	

SCHEDULE 4.7(a)(ii): OWNED REAL PROPERTY CONDEMNATION PROCEEDINGS

None.

SCHEDULE 4.7(b): LEASED REAL PROPERTY

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Lessee	Lessor	Location (city)	Address	Description
1	Core	Route 17 North Realty, LLC		Coach USA, Inc.	Route 17 SG LLC	Paramus, NJ	160 Route 17 North Paramus, New Jersey, 07653	Paramus Route 17 North facility
2	Core	Perfect Body, Inc.	Perfect Body	Perfect Body (1055)	M-Industries LLC	North Bergen, NJ	7100 Westside Avenue North Bergen, NJ 07047	North Bergen, NJ, facility - 7100 Westside Avenue
3	Core	Suburban Transit Corp.	Suburban	Suburban (1060)	750 Somerset Partners, LLC (c/o Alterra Property Group, LLC)	New Brunswick, NJ	710 and 750 Somerset St. New Brunswick, NJ	710 and 750 Somerset St
4	Core	Suburban Transit Corp.	Suburban	Suburban (1060)	PABT	New York, NY	625 8th Avenue, New York, NY 10018	4th floor PABT office space (Permit: BT-SUB-BOF-033)
5	Core	Dillon's Bus Service, Inc.	Dillons	Dillons (1120)	Terreno New Ridge LLC	Hanover, MD	7479 New Ridge Road Hanover, MD 21076	7479 Ridge Road, Hanover, MD
6	Core	Wisconsin Coach Lines, Inc.	Wisconsin Coach	Wisconsin Coach Lines (3030)	Dairyland Buses Inc	Waukesha, WI	1520 Arcadian Ave Waukesha, WI 53186	1520 Arcadian Ave, Waukesha, WI
7	Core	Sam Van Galder, Inc.	Van Galder	Van Galder (3050)	Stephen R. Van Galder	Janesville, WI	715 S Pearl St Janesville, WI 53548	715 S Pearl St, Janesville, WI
8	Core	Sam Van Galder, Inc.	Van Galder	Van Galder (3050)	Stephen R. Van Galder and Suzanne Van Galder	Janesville, WI	3120 North Pontiac Dr Janesville, WI 53545	3120 North Pontiac Dr, Janesville, WI
9	Core	Elko, Inc.	Elko	Elko (7010)	Transwood Carriers	Winnemucca, NV	4500 Jungo Road Winnemucca, NV 89445	4500 Jungo Road, Winnemucca, NV
10	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	Clermont Investments Inc.	Kingston, Ontario	180 Hickson Avenue, Kingston, Ontario	Kingston Garage

11	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	Nirtag Holdings Limited	Mississauga, ON	6020 Indian Line Road, Mississauga, ON	Toronto Garage
12	Core	Suburban Transit Corp.	Suburban	Suburban (1060)		East Brunswick, NJ		East Brunswick Transportation & Commerce Center, East Brunswick, New Jersey
13	Core	Wisconsin Coach Lines, Inc.	Wisconsin Coach	Wisconsin Coach Lines (3030)	Travis Halcomb	Kenosha, Wisconsin	6626 36th Avenue, Kenosha, WI 53142	½ Garage, Office, Washrooms, and Supply Room totaling 3301 sq. ft.
14	Core	Wisconsin Coach Lines, Inc.	Wisconsin Coach	Wisconsin Coach Lines (3030)	Brat Stop, Inc.	Kenosha, Wisconsin	12304 75 th Street, Kenosha, WI 5342	
15	Core	Chenango Valley Bus Lines, Inc.	Shortline	Chenango Valley Bus Lines, Inc.	Brandywine LLC	Binghamton, NY	29 Brandywine Avenue Binghamton, NY	29 Brandywine Avenue Binghamton, NY 13901
16	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	9313-4096 Quebec Inc.	Montreal, Quebec	5550 Monk Boulevard, Montreal, Quebec	Montreal Garage
17	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	2131595 Ontario Inc.	Niagara Falls, Ontario	7302 Kalar Road, Units A & B Niagara Falls, Ontario	Niagara Garage
18	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	Stonequest Management Inc.	Peterborough, Ontario	2015 Fisher Drive, Peterborough, Ontario	Peterborough Office
19	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	1001 Dominion Square Management, Inc. Property Manager: Canpro Investments Ltd.	Montreal, Quebec	1255 Rue Peel, Montreal, Quebec	Montreal Sightseeing Office
20	Core	Trentway Wagar,	Coach Canada	Trentway-Wagar Inc. / Coach Canada	1001 Dominion Square Management, Inc. Property Manager: Canpro Investments Ltd.	Montreal, Quebec	1001 Dorchester Square St. Unit 1001 A Montreal, Quebec	Sightseeing Sales Location

21	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	Nirtag Holdings Limited	Mississauga, ON	0 Elmbank, Mississauga, ON	Toronto Garage
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SCHEDULE 4.7(b): LEASED REAL PROPERTY – LEASED STOPS & PARKING

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Lessee	Lessor	Location (city)	Address
1	Core	Rockland Coaches, Inc.	Rockland	Rockland (1030)	PABT	New York, NY	625 8th Avenue, New York, NY 10018 (BT-RKL-BPU-616)
2	Core	Elko, Inc.	Elko	Elko (7010)	R.O.I. Elko 3 Investors, LLC	Elko, NV	8 acres of real property in Elko County, Nevada, including 503 parking spaces, bus stop and bus skills training area. (Spring Creek)
3	Core	Sam Van Galder, Inc.	Van Galder	Van Galder (3050)	SVG Rockford LLC	Rockford, IL	7559 Walton St.
4	Core	Sam Van Galder, Inc.	Van Galder	Van Galder (3050)		Chicago, Illinois	Corner of West Jackson Boulevard & South Canal Street, Chicago, Illinois
5	Core	Sam Van Galder, Inc.	Van Galder	Van Galder (3050)		Madison, Wisconsin	46 Collins Court, Madison, Wisconsin
6	Core	Midtown Bus Terminal of New York, Inc.		Midtown Bus Terminal (1031)	PABT	New York, NY	625 8th Avenue, New York, NY 10018 (BT-MBT-BTW-036)
7	Core	Suburban Transit Corp.	Suburban	Suburban (1060)	PABT	New York, NY (Unrestricted Bus Parking Spaces 523, 524, 525, 526, 527, 530, 531, 546, 547, and Restricted Bus Parking Space 801)	625 8th Avenue, New York, NY 10018 (BT-SUB-BPU-617)
8	Core	Suburban Transit Corp.	Suburban	Suburban (1060)	PABT	New York, NY	W. 39th St and 9th Ave, New York NY 10018 (LT-SUB-BPG-420)

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Lessee	Lessor	Location (city)	Address
9	Core	Dillon's Bus Service, Inc.	Dillons	Dillons (1120)	Washington Convention and Sports Authority t/a Events DC, an independent authority of the District of Columbia government (Licensor)	RFK Stadium, Washington D.C. (Spaces in Parking Lot 3 for the purpose of providing bus parking for up to 75 buses.)	2500 Independence Ave SE Washington, DC 20003
10	Core	Hudson Transit Lines, Inc.	Shortline	Coach USA	Hudson Body Co	Jersey City, NJ	437 Tonnelle Avenue Jersey City, NJ 07306
11	Core	Hudson Transit Lines, Inc.	Shortline	Shortline Terminal Agency, Inc.	J. Daskalis Family Limited Partnership, LLP	Middletown, NY	18 and 22 Railroad Ave Middleton, NY 10940
12	—	—	—	—	—	—	—
13	Core	Hudson Transit Lines, Inc.	Shortline	Shortline (1200)	PABT	New York, NY	625 8th Avenue, New York, NY 10018 (BT-HTL-BPU-613)
14	Core	Wisconsin Coach Lines, Inc.	Wisconsin Coach	Licensor: Greyhound Lines, Inc. Licensees: Megabus USA, LLC	Milwaukee Intermodal Partners LLC	Milwaukee, WI	433 West St Paul Avenue Milwaukee, WI 53203
15	Core	Rockland Coaches, Inc.	Rockland	NJ commuters (1030, 1043, 1060, 1200)	PABT	New York, NY	625 8th Avenue, New York, NY 10018 (PABT gate fees-license agreement)
16	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	Metrolinx	Toronto, ON	30 Lakeshore Boulevard West
17	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	The Corporation of the City of Niagara Falls	Niagara Falls, ON	4555 Erie Avenue, Niagara Falls, ON

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Lessee	Lessor	Location (city)	Address
18	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	Braund Investments Kingston Limited	Kingston, ON	1175 John Counter Boulevard, Kingston, ON
19	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	Metrolinx	Yorkdale, ON	1 Yorkdale Rd North York, ON
20	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	Place Bonaventure Property Management Inc	Montreal, Quebec	800 De La Gauchetiere Street, W, Montreal, Quebec
21	Core	Trentway Wagar, Inc.	Coach Canada	Trentway-Wagar Inc. / Coach Canada	Metrolinx	Whitby, ON	1340 Brock St. S Whitby, ON
22	Core	Chenango Valley Bus Lines, Inc.	Shortline	SLTA (1212)	Binghamton Terminal LLC	Monticello, NY	45 Sturgis Road
23	Core	Short Line Terminal Agency, Inc.	Shortline	Short Line Terminal Agency, Inc.	County of Broome	Binghamton, NY	81 Chenango St Binghamton, NY 13901
24	Core	Suburban Trails, Inc.	Suburban	Suburban Trails, Inc.	Township of East Brunswick	East Brunswick, NJ	One Civic Center East Brunswick, NJ 08816
25	Core	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	City of Philadelphia	Philadelphia, PA	Schuykill Ave and Walnut Street
26	Core	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	Pennsylvania Department of Transportation	State College, PA	1665 N. Atherton St. State College, PA 16801
27	Core	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	Sports & Exhibition Authority of Pittsburgh	Pittsburgh, PA	David L Lawrence Convention Center 10 th and Penn Avenue Pittsburgh, PA 15222
28	Core	Wisconsin Coach Lines, Inc.	Wisconsin Coach	Wisconsin Coach Lines, Inc.	Indiana Coach Sales, Inc.	Milwaukee, WI	4960 South 13 th Street, Milwaukee, WI
29	Core	Wisconsin Coach Lines, Inc.	Wisconsin Coach	Wisconsin Coach Lines, Inc.	Ramsey County Regional Railroad Authority	St. Paul, MN	214 East 4th St. Saint Paul, MN 55101

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Lessee	Lessor	Location (city)	Address
30	Core	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	White Marsh Mall, LLC	Baltimore, MD	8200 Perry Hall Blvd. Baltimore, MD 21236
31	Core	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	Maryland Transit Administration	Baltimore, MD	8480 Honeygo Blvd. Baltimore, MD 21236
32	Core	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	City of Philadelphia	Philadelphia, PA	Philadelphia Spring Garden Station
33	Core	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	Union Station Redevelopment Corporation	Washington D.C.	Union Station Washington D.C.
34	Core	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	City of Richmond, VA	Richmond, VA	1500 E. Main St. Richmond, VA 23219
35	Core	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	Pennsylvania Department of Transportation	King of Prussia, PA	170 King of Prussia Rd. Wayne, PA 19087
36	Core	Megabus Northeast, LLC	Megabus Northeast, LLC	Megabus Northeast, LLC	City of Harrisburg	Harrisburg, PA	326 Chestnut St Harrisburg, PA 17101
37	Core	Suburban Transit Corp.	Suburban	Suburban Transit Corp.	New Jersey Transit Corporation (NJ Transit)	North Bergen, NJ	2001 Tonelle Ave. North Bergen, NJ 07047
38	Core	Rockland Coaches, Inc.	Rockland	Rockland Coaches, Inc.	The Port Authority of New York and New Jersey (BS-RKL-BSW-330)	New York, NY	625 8th Avenue, New York, NY 10018

SCHEDULE 4.8(a): MATERIAL PERMITS

See attached.

Schedule 4.8(a): Material Permits - Operating Authorities

Permits

1. Interstate and Intrastate Operating Authority:

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Status at US Federal Level FMCSA	DOT #	FMCSA #	State Authorities	Date of Filing of Last MCS-150	Next Filing Date
1	Core	4216849 Canada Inc.	Coach Canada Grayline Montreal Double Decker Tours MONTRÉAL VISITES TOURISTIQUES DOUBLE DECKER	N/A	N/A	N/A	5-M-001362-002B Tourist Transport 5-M-001362-004E Tourist Transport 5-M-001362-005A Tourist Transport	1959-08-20 2015-10-25 1987-09-29	no expiration date 2020-10-25 no expiration date
2	Core	Barclay Airport Service, Inc.	Barclay Airport Service	N/A	N/A	N/A	NJ 83-99	N/A	N/A
3	Core	Barclay Airport Service, Inc.	Barclay Airport Service	Authorized for Passenger	85141	MC126876	PA A-00058709 (Listing only)	1/17/2018	1/1/2020
4	Core	Chenango Valley Bus Lines, Inc.	Shortline	Authorized for Passenger	154670	MC141324	NY intrastate ID 2120	6/5/2017	10/1/2019
5	Core	Community Bus Lines, Inc.	Community Coach	Authorized for Passenger	DOT #54433	FMCSA #MC140282	N/A	3/20/2017	3/1/2019
6	Core	Community Bus Lines, Inc.	Community Coach	N/A	N/A	FMCSA #MC145548	N/A	N/A	N/A
7	Core	Community Bus Lines, Inc.	Community Coach	Authorized for Passenger	DOT #168076	FMCSA #MC76022	N/A	1/30/2018	6/1/2019
8	Core	Dillon's Bus Service, Inc.	Dillons	Authorized for Passenger	16724	MC108531	MD Authority Carrier Number 20 with MD PUC Type CP/RSP WMATC: 529	3/14/2018	4/1/2020
9	Core	Elko, Inc.	Elko	Authorized for Passenger	212460	MC161531 (Sub 1), (Sub 2), (Sub 3) (Sub 6), (Sub 7)	Nevada Charter Authority 2121.1	10/3/2016	10/1/2018
10	Core	Hudson Transit Lines, Inc.	Shortline	Authorized for Passenger	13944	MC000228	NY Operator ID 2830 NYS DOT 16475	6/5/2018	4/1/2020
11	Core	Megabus Northeast, LLC	Megabus NE	Authorized for Passenger	1759030	MC643228	VA 2690 Regular route common carrier – passengers	1/30/2018	10/1/2019
12	Core	Olympia Trails Bus Company, Inc.	Olympia Trails	Authorized for Passenger	6280	MC138146	NJ Docket 7311-851	10/13/2016	10/1/2018
13	Core	Rockland Coaches, Inc.	Rockland	Authorized for Passenger	156149	MC29890	N/A	1/24/2018	9/1/2018
14	Core	Sam Van Galder, Inc.	Van Galder	Authorized for Passenger	74456	MC112422	ILCC MC 101110 WI PC 1142	6/30/2017	6/30/2019
15	Core	Suburban Transit Corp.	Suburban	Authorized for Passenger	NJ DOT #311-492	MC149081-Note that there is a trucking company with this same MC number. Search but DOT number.	NJ DOT #311-492 PUC Route 545-492 Docket 7311-937 PUC Route 316-492 (Somerville- NB) PUC Route 555-492 PUC Route 310-492E (Princeton-Jersey City) Docket 7311-943 (interstate charter authority for HAML) PUC Route 194792 (interstate charter authority for HAML)	3/9/2018	1/1/2020
16	Core	Suburban Trails	Suburban	N/A	DOT #314581	FMCSA #MC149081	PUC 81-66 (Interstate charters)	N/A	N/A

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Status at US Federal Level FMCSA	DOT #	FMCSA #	State Authorities	Date of Filing of Last MCS-150	Next Filing Date
17	Core	Trentway-Wagar (Properties) Inc.	Coach Canada	Authorized for Passenger	26345	MC126430	7-M-000958-003C Intercity Transport 7-M-000958-004B Intercity Transport 7-M-000958-005C Charter Transport 7-M-000958-019C Charter Transport 7-M-000958-020C Charter Transport 7-M-000958-007B Tourist Transport 7-M-000958-008B Tourist Transport 7-M-000958-009D Tourist Transport 7-M-000958-010D Tourist Transport 7-M-000958-011D Tourist Transport 7-M-000958-016D Tourist Transport 7-M-000958-021C Tourist Transport 7-M-000958-026A Tourist Transport 7-M-000958-022C Airport Transport 7-M-000958-023B Shuttle Transport	5/30/2018	5/1/2020
18	Core	Wisconsin Coach Lines, Inc.	Wisconsin Coach	Authorized for Passenger	46567	MC123432	WI PC 376 IC 41553	6/6/2018	7/1/2020

Schedule 4.8(a): Material Permits - Operating Authorities

Permits

#	Core vs. Non-Core	Legal Entity	Operational Entity	Permit / License Type	Counterparty	Permit / License # (if applicable)
1	Core	Trentway-Wagar Inc.	Coach Canada	Hazardous Waste Removal	Resource Productivity Recovery Authority	00019729
2	Core	Trentway-Wagar Inc.	Coach Canada	Motor Vehicle Inspection Station License	Ontario Ministry of Transportation	22-25992
3	Core	Trentway-Wagar Inc.	Coach Canada	Business License - Automotive Repair	City of Kingston	LC41530
4	Core	Trentway-Wagar Inc.	Coach Canada	Motor Vehicle Inspection Station License	Ontario Ministry of Transportation	41-06606
5	Core	Dillon's Bus Service, Inc.	Dillons	Zoning Permit	Anne Arundel County - Maryland	5284
6	Core	Dillon's Bus Service, Inc.	Dillons	Notice of Intent to be covered under General Discharge Permit for Storm Water Associated with Industrial Activities, Permit No. 20SW	Maryland Department of the Environment	MDR002074
7	Core	Dillon's Bus Service, Inc.	Dillons	Wastewater Discharge Permit	Maryland Department of Public Works	130210
8	Core	Elko, Inc.	Elko Facility	Hazmat Facility Report		Facility ID 59951
9	Core	Elko, Inc.	Winnemucca Facility	Hazmat Facility Report		Facility ID 59952
10	Core	Elko, Inc.	Elko	Business License	Humboldt County	6615
11	Core	Elko, Inc.	Elko	Hazardous Materials Permit	Nevada Department of Public Safety	08250
12	Core	Perfect Body, Inc.	Perfect Body	Notification of Hazardous Waste Activity		NJR986645208

#	Core vs. Non-Core	Legal Entity	Operational Entity	Permit / License Type	Counterparty	Permit / License # (if applicable)
13	Core	Perfect Body, Inc.	Perfect Body	Business License	Township of North Bergen	24-00032
14	Core	Perfect Body, Inc.	Perfect Body	Certificate of Registration	State of New Jersey Department of Community Affairs	0908-059477
15	Core	Perfect Body, Inc.	Perfect Body	Certificate to Operate Control Apparatus and/or Equipment	State of New Jersey Department of Environmental Protection	PCP 110001
16	Core	Perfect Body, Inc.	Perfect Body	New Jersey Uniform Fire Code	Township of North Bergen Department of Public Safety	0908-001
17	Core	Community Coach, Inc.	Community	Business Registration Certificate	State of New Jersey	0387091
18	Core	Community Bus Lines, Inc.	Community	Business Registration Certificate	State of New Jersey	0396746
19	Core	Rockland Coaches, Inc.	Rockland	Business Registration Certificate	State of New Jersey	0392302
20	Core	Chenango Valley Bus Lines, Inc.	Shortline	Permit For Temporary Use of State Property	NY State DOT	90007
21	Core	Hudson Transit Lines, Inc.	Shortline	Business Registration Certificate	State of New Jersey	0387481
22	Core	Shortline Bus Company	Shortline	Acknowledgement of Conditional No Exposure Certification	NY State Department of Environmental Conservation	NYR00G255
23	Core	Hudson Transit Lines, Inc.	Shortline	Petroleum Bulk Storage Certificate	NY State Department of Environmental Conservation	3-602335

#	Core vs. Non-Core	Legal Entity	Operational Entity	Permit / License Type	Counterparty	Permit / License # (if applicable)
24	Core	Shortline Bus Company	Shortline	Chemical Bulk Storage Certificate	NY State Department of Environmental Conservation	3-000516
25	Core	Hudson Transit Lines, Inc.	Shortline	Authorization to Discharge 5G2 - Basic Industrial Stormwater General Permit	Bureau of New Jersey Department of Environmental Protection	PI ID #48129 NJPDES #NJG0113999
26	Core	Sam Van Galder Inc.	Van Galder	Certificate of Registration	State of Illinois - Department of Revenue	3978-7680
27	Core	Sam Van Galder Inc.	Van Galder	Seller's Permit - Sales & Use Tax	Wisconsin Department of Revenue	456-00001777781-04
28	Core	Sam Van Galder Inc.	Van Galder	Seller's Permit - Rental Vehicle Fee	Wisconsin Department of Revenue	021-00001777781-03
29	Core	Sam Van Galder Inc.	Van Galder	Seller's Permit - Withholding Tax	Wisconsin Department of Revenue	036-00001777781-05
30	Core	Sam Van Galder Inc.	Van Galder	Acknowledgement of No Exposure Certification for Exclusion from WPDES Storm Water Permitting	Wisconsin Department of Natural Resources	WDNR FIN: 64071
31	Core	Wisconsin Coach Lines, Inc.	Wisconsin Coach	Business Tax Registration - Sales & Use Tax	Wisconsin Department of Revenue	036-0000470798-03

SCHEDULE 4.9: Litigation

1. *See* attached.
2. The Actions described in Schedule 2.1(1).

Schedule 4.9: Litigation (Outside Counsel)

Core/Noncore	In-House / Outside Counsel	Matter	Entity	State	Jurisdiction	Case Number	EEOC Case No (if applicable)	Nature of Case	Basis of Discrimination	Type of Action & Evaluation of the Likely Outcome	Date Filed	Outcome
Core	Outside	In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation	Coach USA Inc; All related affiliates	NY	United States District Court Eastern District of New York ("Visa/MC Class Action"),	MDL No. 05-MD-720		Interchange Fee Claim / Class Action	N/A	State/Federal	Letter of Authorization Filed 11/16/23	Pending
Core	Outside	Comm'n of the New York City Dept of Social Service v. Buckley Coach LLC	Community; Suburban	NY	N.Y. Sup. Ct. 2024),	Case No. 150122/2024	N/A					Pending
Core	Outside	Lashawn Ayres v. Coach USA Inc.	Airport Supersaver	IL	Circuit Court of Cook County, IL	Case No. 2023CH03605	N/A	Class Action/ Plaintiff alleges violations against biometric privacy on behalf of herself and other Airport Supersaver employees similarly situated. ** Coach USA is a named defendant, but the related entity (airport supersaver) is noncore and not operating. Coach fully expects to be removed as a named party. In the alternative, case will be left behind upon filing.	N/A	State/ Biometric Information Privacy Act (BIPA); Plaintiff's current demand for settlement is \$3200 per person for 99-person class	5/19/2023	Pending
Non-Core	Outside	Tracy Woods v Pacific Coast Sightseeing Tours & Charters	Pacific Coast/Coach USA/Megabus West	CA	Orange County Superior Court	1:24-CV-00414-CDB	N/A	Disability Discrimination; Wrongful Termination; Retaliation	Termination due to disability	State	4/23/2024	Pending
Non-Core	Outside	Jose Zabaleta v Pacific Coast Sightseeing Tours & Charters	Pacific Coast/Coach USA/Individuals	CA	Kern County Superior Court	BCV-23-100190	N/A	Wage & Hour; Title VII Of Civil Rights Act, FEHA	FEHA; meal /rest break; discrimination	State-Federal	1/20/2023	Pending
Non-Core	Outside	Isiah Clayton v Kerrville Bus Company	Kerrville Bus Company and Coach USA	TX	United States District Court, Texas	4:23-CV-04251	Dismissed (Case No. 460-2023-02586)	Dismissed (Case No. 460-2023-02586)	Race discrimination; retaliation	Title VII of the Civil Rights Act; 42 USC Section 1981 Racial Discrimination		Pending
Non-Core	Outside	Willine Smith v. ACLA	EEOC Dismissal issued on 10/03/2023	GA	United States District Court, Georgia	Civil Action No.: 1:24-CV-00010-MLB-LTW	N/A	Title VII of the Civil Rights Act	FMLA interference; disability discrimination	state/ federal	2/6/24 Amended Complaint filed	Pending
Non-Core	Outside	Tambri Mathis v. Pacific Coast Sightseeing & Tours	Pacific Coast	CA	Arbitration - AAA	Case No. 01-23-0000-9311	N/A	PAGA/ Wage & Hour	N/A	Wage and hour; meal rest periods	Feb 2023 Arbitration Filed	Pending
Core	Outside	Westwood, NJ Condemnation	Rockland Coach	NJ	State		N/A	Condemnation proceedings for property in Westwood, NJ	N/A			Pending
Core	Outside	Miami Dade County, FL v. Advance Cargo Services, Inc.	Coach USA (Red Top Sedan)	FL	Circuit Ct of 11th Judicial Circuit	01-8758 CA	N/A	Environmental remediation. Coach USA settled on behalf of subsidiary Red Top Sedan for 240K lump sum and 200K in escrow (already paid) currently completing clean up w PCPP program and may have some monies returned from the escrow. Maintained by legal counsel to complete.	N/A	Federal	4/1/2001	Pending remediation
Core	Outside	Raudel Perez v. Community (Arbitration)	Community	NJ	Arbitration	23-0140	N/A	Union Grievance for wrongful termination; Plaintiff has since been rehired	N/A	Arbitration	6/21/2023	Settled
Core	Outside	Milko Mateo v. Suburban Transit, Coach USA, and SMART	Suburban Transit	NJ	Superior Court of New Jersey, Middlesex	MIDL 008587-20	EEOC Charge No. 524-2020-01090 (dismissed and federal lawsuit not timely filed)	On 12/8/20, Milko Mateo, a former driver at Suburban Transit, a subsidiary of Coach USA, filed a pro se lawsuit in NJ State Court alleging a Title VII of the Civil Rights Act violation; however, his factual allegations do not assert a Title VII claim. Rather, he asserts that he was retaliated against for reporting an alleged safety violation. He claims that the alleged discrimination occurred on or about January 12, 2018 through January 12, 2019.	Retaliation for reporting an alleged safety violation.	NJ State	12/8/20 state lawsuit filed	Settled
Core	Outside	Joel Jackson v. Hudson Transit Lines, Inc./ Hudson Transit Lines, Inc. v. Jackson	Hudson Transit Lines, Inc.	NJ	New Jersey District Court	Case 2:19-cv-19303	EEOC Charge 524-2019-00499	Former driver terminated for road rage incident asserts claims under the Family and Medical Leave Act, the Americans with Disabilities Act, and the New Jersey Law Against Discrimination	ADA, NJLAD, FMLA	Federal Lawsuit-- settled for 15k	10/24/2019	Settled
Core	Outside	Brian McNealy v. Sam Van Galder, Inc.	Sam Van Galder, Inc.	WI	United States District Court for the Western District of Wisconsin	Case No.: 20-cv-00040	ERD Charge (Case No. CR201802391)	McNealy, former Director of Operations, alleges retaliatory termination for allegedly opposing discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended in 1991, 42 U.S.C. § 2000e et seq.	Retaliation for allegedly opposing sexual harassment towards another employee	Federal lawsuit dismissed on summary judgment. McNealy waived his right to appeal in exchange for waiver of costs he owed to Company. This matter can be closed.	4/17/2020	Settled
Core	Outside	Cranfill v. Dillons/Virginia Breeze	Dillon's	VA	US DOJ, Disability Rights Section	Complaint # 23DRS-10-41	N/A	ADA discrimination claim whereby Claimant alleges mechanical issues with Dillon's wheel chair lift	ADA	Administrative Charge, non-monetary settlement	5/17/2022	Settled, non-monetary
Non-Core	Outside	Vector Media South, LLC v. TRT Transportation, Inc. d/b/a Chicago Trolley Company and Chicago Double Decker Company	Chicago Trolley (Coach USA handled)	IL	United States District Court for the Southern District of New York	Case No. 1:20-cv-00301	N/A	Vector Media asserted claims of breach of contract and the implied covenant of good faith and fair dealing in connection with Chicago Trolley's termination of its transit advertising agreement with Vector Media prior to its expiration.	N/A	Breach of Contract	1/13/2020	Settlement
Core	Outside	G2 Telecom, Inc. v Coach USA, Inc.	Coach USA	NJ	N/A	N/A	N/A	Contract dispute relating to G2's service agreement to negotiate telecom carrier contracts and incentive payments alleged to be owed.	N/A	Breach of Contract	None - demand made	Settlement
Core	Outside	Inail Johnson v. Community Transit	Coach USA, Inc, William Pelzer, individually	NJ	Arbitration & Superior Court of New Jersey	BER-L-001507-22	N/A	Discrimination	Age	State	3/15/2022	Settlement
Core	Outside	Elko, Inc. v. Wynne Transportation LLC, Corey Peters, Yolanda Perez et al	Elko	NV	State	Case No.: 3:22-cv-00015-MMD-CLB	N/A	Civil Action against former employees and current Employer of individuals for injunctive release and TRO alleging disclosure of trade secrets and use of information	N/A	State	1/10/2022	Settlement executed 5/20/24
Core	Outside	Coach USA, Inc. v. Ground Options, LLC (dba Go Ground)/ Ground Options, LLC v. Coach USA, Inc.	Coach USA Inc	NJ	New Jersey District Court	Civil Action No. 2:20-cv-04527-KM-ESK	N/A	The Matter stems from a Charter Business Development and Marketing Services Agreement the parties had which covered a two year period, March 1, 2017 to February 29, 2019, and Go Ground's failure to pay outstanding invoices for payments owed to Coach USA for bussing services provided. It also arises from Go Ground's allegations that Coach USA owes it certain royalty and other payments.	N/A	Federal	4/20/2020	The bankruptcy proceeding is pending and the civil case is stayed.

Schedule 4.9: Litigation (In-House Counsel)

Core/Noncore	In-House / Outside Counsel	Matter	Entity	Type of Action	State	Jurisdiction	Case Number	EEOC Case No (if applicable)	Nature of Case	Date Filed	Claimant Demand	Settlement or Judgment
Core	In-House	Commy of the New York City Dept of Social Service v Buckeye Coach LLC	Suburban; Community	N.Y. Sup. Ct. 2024, Case No 150122/2024; migrant workers	NY	N/A	N/A	N/A	Document Preservation letter only re: transportation of migrants	4/22/2024	N/A	Currently not named as defendants to said captioned claim
Core	In-House	Wanda Adomeit v Elko, Inc (incorrectly named as Coach USA)	Elko Inc	EEOC/DETR	NV	EEOC	N/A	0110-20-0009R	Discrimination	5/18/2020	N/A	Dismissed
Core	In-House	Justice Bryant v Coach USA	Dillons	EEOC Charge; Discrimination based on sex	MD	EEOC Baltimore		Charge: 531-2023-02414	Claim for wrongful termination; discrimination			N/A
Core	In-House	ESJB Local 298	Elko Inc	Union alleges Employer Failed to comply with grievance procedure	NV	NLRB	32-CA-332426	N/A	Breach of CBA (Failure to follow grievance procedure)	12/22/2023	N/A	N/A
Core	In-House	Natalie Jeronimo v Coach USA Inc	Elko Inc	Attorney Demand letter; Failure to accommodate claim	NV	No Charge Filed		N/A	Disability Discrimination; Wage & Hour	12/13/2023	\$150k	N/A
Core	In-House	Jeremiah Johnson v. Shortline; Hiram Patel	Hudson Transit	Division of Human Rights Charge; Discrimination based on race/religion	NY	NYS Division of Human Rights	SDHR No: 10223361	N/A	Title VII of the Civil Rights Act	4/21/2023	N/A	N/A
Core	In-House	Port Authority of NY & NJ v Coach Leasing, Inc	Hudson Transit	Attorney demand letter; Retaliation claim	NY		None filed yet	N/A	Disability discrimination; failure to accommodate; retaliation	n/a	6 months pay	N/A
Core	In-House	ATU L 698	Dillons	Demand for Arbitration	MD	N/A	N/A	N/A	Wrongful Termination	5/14/2024	Rehire Driver	Pending
Core	In-House	ESJB Local 298	Elko Inc	Demand for Mediation	NV	N/A	N/A	N/A	Breach of CBA (re: bonuses, uniform pmts, bulletin board)	5/10/2024	Comply with CBA	Pending
Core	In-House	ESJB Local 298	Elko Inc	ULP	NV	NLRB	32-CA-337004	N/A	Breach of CBA (re: bonuses)	3/4/2024	Comply with CBA	Pending
Core	In-House	ESJB Local 298	Megabus Northeast LLC dba Coach USA	ULP	NJ/MD	NLRB	N/A	N/A	Breach of CBA (re: Samsara bonus)	2/29/2024	Comply with CBA	Pending
Core	In-House	OSHA Community Bus Lines, Inc Inspections 1516109 (Deceased's name: Roy Ridguard) & OSHA Inspection 1516097 (Deceased's name: Maurice Butler)	Community Coach	COVID Compliance	NJ	OSHA		N/A	As a result of a deceased employee, an OSHA inspection letter was initiated to determine compliance	2/25/2021	N/A	Settled
Core	In-House	Port Authority of NY & NJ v Coach Leasing, Inc	Coach Leasing, Inc	Nonpayment action; Index No 452378/22	NY			N/A	Toll violations	10/4/2022	400k+	Settled for 240k
Core	In-House	Lyle Drummond v Elko	Elko	NERC Charge; failure to accommodate	NV	NERC		EEOC No 34B-2022-01071	Title VII of the Civil Rights Act	4/26/2023	40k	Settlement executed
Non-Core	In-House	City of Chicago	Kerville/ACLA	Investigative Subpoenas	IL	N/A	N/A	N/A	Request for information re: transport of individuals from TX to IL	2/8/2024	N/A	Subpoenas completed
Core	In-House	Cesar Castro v Coach USA - Northeast Region, Community Bus Lines Inc	Community Coach	Wage and Hour	NJ	Superior Court of New Jersey; County of Union	UNN-L-1031-21	N/A	Wage and Hour	3/26/2021	N/A	Withdrawn

Schedule 4.9: Litigation (Canada)

Matter	State	Jurisdiction	Case Number	Nature of Case	Type of Action & Evaluation of the Likely Outcome	Date Filed	Outcome
Trentway-Wagar Inc. v. N-Tours Inc.	QC	Quebec Transport Commission	Case No. 867108	Opposition of N-Tours' application to obtain a permit	N-Tours filed an application to obtain a permit to provide sightseeing services in the City of Montreal and Trentway-Wagar opposed the application.	May 13, 2022	Pending
Trentway-Wagar Inc. v. Bookaride Inc.	QC	Superior Court	N/A	Possibility of an injunction	Trentway-Wagar Inc. may try to seek for an injunction to prevent Bookaride Inc. to offer bus transportation services between Montreal and Toronto with no permit.	N/A	Pending
Keith Williams v. Trentway-Wagar Inc. and Coach Canada	QC	Superior Court	Case No. 500-17-127781-238	Damages	The plaintiff, representing himself, is claiming plus or less \$300,000.00 for the reason that he bought a social distancing seat on a bus on the route Montreal-Toronto, during the pandemic. Finally, due to a mixup, he had to sit beside another passenger. He's claiming punitive damages. He's not been sick.	Jan. 9, 2024	Pending

SCHEDULE 4.10(a): PURCHASED VEHICLES

See attached.

Schedule 4.10(a): Revenue Vehicles

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
1	Core	Leased		RETAINED LEASE BUS	Sacramento, CA	AW-AMTRAK		67357	2016	MCI	J4500	2MG3JM8A3GW067357	P1122687	IL	599,255	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	OPERATING/BOA SCH 30	8
2	Core	Leased		RETAINED LEASE BUS	Sacramento, CA	AW-AMTRAK		67358	2016	MCI	J4500	2MG3JM8A5GW067358	P1076571	IL	549,278	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	OPERATING/BOA SCH 30	8
3	Core	Leased		RETAINED LEASE BUS	Sacramento, CA	AW		69328	2019	MCI	J4500	2MG3JMB4A4KW069328	P1034983	IL	263,716	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	CAPITAL/WINTRUSTSCH 4	5
4	Core	Leased		RETAINED LEASE BUS	Sacramento, CA	AW		69350	2019	MCI	J4500	2MG3JMB4A8KW069350	P1034305	IL	258,194	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	CAPITAL/WINTRUSTSCH 4	5
5	Core	Leased		RETAINED LEASE BUS	Sacramento, CA	AW		69473	2019	MCI	J4500	2MG3JMB2A2KW069473	P1043023	IL	241,249	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	CAPITAL/WINTRUSTSCH 5	5
6	Core	Leased		RETAINED LEASE BUS	Sacramento, CA	AW		69474	2019	MCI	J4500	2MG3JMB4A4KW069474	P1034299	IL	225,074	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	CAPITAL/WINTRUSTSCH 5	5
7	Core	Leased		RETAINED LEASE BUS	Norcross, GA	ACL		67362	2016	MCI	J4500	2MG3JM8A7GW067362	P797228	IL	446,333	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	OPERATING/BOA SCH 31	8
8	Core	Leased		RETAINED LEASE BUS	Erie, PA	BUTLERERIE		69242	2019	MCI	J4500	2MG3JMB5A5KW069242	P1034300	IL	215,779	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	CAPITAL/WINTRUSTSCH 4	5
9	Core	Leased		RETAINED LEASE BUS		CM-CHARTER		81371	2019	VAN	CX45	YE2XC81B4X3081371	P1187864	IL	279,699	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSCH 3	5
10	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		243	1966	LEY	ROUTEMASTER	J1D437D ROUTEMASTER	A70736-4	QC	109,603	34	PARKED FOR SEASON	DD-RM	60	NO		58
11	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL		512		31405	2009	MBZ	SPRINTER	WDWBE7AC395425706	A 70626-1	QC	202,256	3	ACTIVE-COACH USA OWNED VEHICLE	VAN	12	NO		15
12	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL		512		31406	2014	MBZ	SPRINTER	WDZBE7DCXE5870632	BV30239	ON	218,901	3	ACTIVE-COACH USA OWNED VEHICLE	VAN	12	NO		10
13	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		392	1966	LEY	ROUTEMASTER	J1D392D ROUTEMASTER	A81233-1	QC	192,295	34	PARKED FOR SEASON	DD-RM	60	NO		58
14	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		399	1966	LEY	ROUTEMASTER	J1D399D ROUTEMASTER	A81232-9	QC	86,875	34	PARKED FOR SEASON	DD-RM	60	NO		58
15	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	NA		433CAN	1967	LEY	ROUTEMASTER	RML2435 DD	A45358-1	QC	98,469	61	INACTIVE-BEING USED FOR PARTS	DD-RM	60	NO		57
16	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		450CAN	1966	LEY	ROUTEMASTER	J1D450D	A70790-8	QC	109,247	34	PARKED FOR SEASON	DD-RM	60	NO		58
17	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		481	1966	LEY	ROUTEMASTER	RML2481 DD	A45352-9	QC	108,528	34	PARKED FOR SEASON	DD-RM	60	NO		58
18	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		607	1967	LEY	ROUTEMASTER	NML607E	A70789-5	QC	114,785	34	PARKED FOR SEASON	DD-RM	60	NO		57
19	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		639	1967	LEY	ROUTEMASTER	RML2639 DD	A45357-9	QC	122,465	34	PARKED FOR SEASON	DD-RM	60	NO		57
20	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		642	1967	LEY	ROUTEMASTER	RML2642 DD	A 45353-1	QC	104,402	61	INACTIVE-BEING USED FOR PARTS	DD-RM	60	NO		57
21	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		749	1967	LEY	ROUTEMASTER	RML2749 DD	A45354-3	QC	128,055	34	PARKED FOR SEASON	DD-RM	60	NO		57
22	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL		512		88018	2010	MCI	J4500	2MG3JMHAXA065614	A81253-3	QC	1,278,289	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		14
23	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL		512		88021	2010	MCI	J4500	2MG3JMHAI1A065615	A81254-5	QC	1,407,724	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		14
24	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL		512		88022	2010	MCI	J4500	2MG3JMHAI7A065618	A81216-5	QC	1,429,814	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		14
25	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	BUTLER	512	TRT TRANSPORTATION INC	DD002	2008	VAN	TD925	YE2DG11B382042302	13528PT	IL	787,668	6	INACTIVE-LONG TERM OOS	DD-TD925	79	YES		16
26	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL		512	TRT TRANSPORTATION INC	DD42301	2008	VAN	TD925	YE2DG11B182042301	AE53844	QC	877,436	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	79	YES		16
27	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-ONTARIO	512	TRT TRANSPORTATION INC	DD42304	2008	VAN	TD925	YE2DG11B782042304	AE53843	QC	849,951	33	PREP STATUS-PARKED TO ACTIVE	DD-TD925	79	YES		16
28	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL		512	TRT TRANSPORTATION INC	DD42305	2008	VAN	TD925	YE2DG11B982042305	AE53801	QC	836,353	33	PREP STATUS-PARKED TO ACTIVE	DD-TD925	79	YES		16
29	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL		512	TRT TRANSPORTATION INC	DD42306	2008	VAN	TD925	YE2DG11B082042306	AE53845	QC	808,951	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	79	YES		16
30	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-ONTARIO	512	TRT TRANSPORTATION INC	DD42307	2008	VAN	TD925	YE2DG11B282042307	AE53802	QC	858,796	33	PREP STATUS-PARKED TO ACTIVE	DD-TD925	79	YES		16
31	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		DD42311	2008	VAN	TD925	YE2DG11B482042311	A86137-2	QC	1,145,089	34	PARKED FOR SEASON	DD-TD925	79	YES		16
32	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512		DD42452	2009	VAN	TD925	YE2DG11B992042452	A86168	QC	1,691,783	34	PARKED FOR SEASON	DD-TD925	81	YES		15
33	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL	COACH CANADA-MONTREAL	512	COACH LEASING INC	DD42472	2011	VAN	TD925	YE2DG12B9B2042472	AE38531	QC	935,820	34	PARKED FOR SEASON	DD-TD925	81	YES		13
34	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-MONTREAL		512	TRT TRANSPORTATION INC	DD42540	2012	VAN	TD925	YE2DG13B0C2042540	AE53803	QC	58,788	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		12
35	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		313827	2017	PCI	H3-45	2PCH33499HC713827	BP3757	ON	740,923	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		7
36	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		313828	2017	PCI	H3-45	2PCH33490HC713828	BP3758	ON	755,224	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		7
37	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		313829	2017	PCI	H3-45	2PCH33492HC713829	BP3759	ON	703,444	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		7
38	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		23		5194	2018	FRT	FRT355M2	3ALACWFD8JDM5194	468 4BK	ON	523,351	3	ACTIVE-COACH USA OWNED VEHICLE	CUTAWAY	24	NO		6
39	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		35		5205	2011	FRT	341TS	4UZA8RDTXBCAX5795	7480BH	ON	316,901	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	24	N		13

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
40	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		35		5207	2011	FRT	341TS	4UZABRDT3BCAX5797	5316BH	ON	229,763	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	24	N		13
41	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		35		5511	2012	FRT	341TS	4UZABRDU3ECFD3198	5312 BH	ON	396,482	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	24	N		12
42	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		35		5515	2013	FRT	395M2	1FVACWDUXDHF1788	9339BF	ON	543,482	3	ACTIVE-COACH USA OWNED VEHICLE	CUTAWAY	33	N		11
43	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		23		5601	2014	FRT	FRT355M2	1FVACWU2UEHFP2165	2638BM	ON	1,080,647	3	ACTIVE-COACH USA OWNED VEHICLE	CUTAWAY	24	N		10
44	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	23		5602C	2014	FRT	FRT355M2	1FVACWU0EHFJ9903	9951BJ	ON	858,055	5	INACTIVE-SURPLUS-RESERVE	CUTAWAY	24	N		10
45	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		23		5603	2014	FRT	FRT355M2	1FVACWU09EHFJ9902	9952BJ	ON	905,533	3	ACTIVE-COACH USA OWNED VEHICLE	CUTAWAY	24	N		10
46	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		67806	2017	MCI	J4500	2MG3JM8A4HW067806	BP3723	ON	629,027	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
47	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		67807	2017	MCI	J4500	2MG3JM8A6HW067807	BP3750	ON	645,798	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
48	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		67808	2017	MCI	J4500	2MG3JM8A8HW067808	BP3725	ON	679,080	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
49	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		67809	2017	MCI	J4500	2MG3JM8AXHW067809	BP3726	ON	621,376	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
50	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		83901	2006	MCI	J4500	2M93MPA06W063550	BP3413-PR	ON	1,626,922	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		18
51	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		83912	2006	MCI	J4500	2M93MPA56W063558	BP3004-PR	ON	1,681,747	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		18
52	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	33		83915	2006	MCI	J4500	2M93MPA76W063559	BP3005-PR	ON	1,781,032	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		18
53	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	33		83918	2006	MCI	J4500	2M93MPA56W063561	BP 2476-PR	ON	1,815,519	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		18
54	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	33		83920	2006	MCI	J4500	2M93MPA76W063562	BP2986-PR	ON	1,866,449	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		18
55	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	33		83925	2006	MCI	J4500	2M93MPA66W063567	BP 2988-PR	ON	1,475,130	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		18
56	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		35	SAM VAN GALDER INC	84525	2006	TBB	FS-65	4UZAAXCT06CV72950	4135B	WI	152,529	33	PREP STATUS-PARKED TO ACTIVE	SCHOOL BUS	72	YES		18
57	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		35	SAM VAN GALDER INC	84526	2006	TBB	FS-65	4UZAAXCT26CV72951	2876B	WI	144,915	33	PREP STATUS-PARKED TO ACTIVE	SCHOOL BUS	72	YES		18
58	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		35	SAM VAN GALDER INC	84527	2006	TBB	FS-65	4UZAAXCT46CV72952	4134B	WI	166,255	33	PREP STATUS-PARKED TO ACTIVE	SCHOOL BUS	72	YES		18
59	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85002	2007	MCI	J4500	2M93MPA57W064162	BP2814-PR	ON	1,654,763	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
60	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85003	2007	MCI	J4500	2M93MPA77W064163	BP3405-PR	ON	1,697,906	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
61	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85006	2007	MCI	J4500	2M93MPA97W064164	BP3013-PR	ON	1,668,716	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
62	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85007	2007	MCI	J4500	2M93MPA07W064165	BP3014-PR	ON	1,650,423	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
63	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85008	2007	MCI	J4500	2M93MPA27W064166	BP2815-PR	ON	1,670,124	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
64	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85009	2007	MCI	J4500	2M93MPA47W064167	BP3406-PR	ON	1,664,913	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
65	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85015	2007	MCI	J4500	2M93MPA67W064168	BP3006-PR	ON	1,671,101	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
66	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85016	2007	MCI	J4500	2M93MPA87W064169	BP4803	ON	1,681,668	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
67	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85018	2007	MCI	J4500	2M93MPA47W064170	BP3008-PR	ON	1,639,492	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
68	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85020	2007	MCI	J4500	2M93MPA67W064171	BP2973-PR	ON	1,672,279	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
69	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85031	2007	MCI	J4500	2M93MPA87W064172	BP3015-PR	ON	1,366,655	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
70	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85033	2007	MCI	J4500	2M93MPA17W064174	BP3017-PR	ON	1,235,220	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
71	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85034	2007	MCI	J4500	2M93MPA37W064175	BP3018-PR	ON	1,299,314	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
72	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85035	2007	MCI	J4500	2M93MPA57W064176	BP3019-PR	ON	1,347,511	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
73	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85036	2007	MCI	J4500	2M93MPA77W064177	BP3651-PR	ON	1,325,188	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
74	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85037	2007	MCI	J4500	2M93MPA97W064178	BP3009-PR	ON	1,329,191	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
75	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	31		85038	2007	MCI	J4500	2M93MPA07W064179	BP3652-PR	ON	1,433,670	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
76	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO			MEGABUSCAN	86001	2008	MCI	J4500	2M93MHA88W064818	BP3653	ON	1,668,141	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		16
77	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		86002	2008	MCI	J4500	2M93MHA88W064819	BP3654-PR	ON	1,566,844	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		16
78	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO			MEGABUSCAN	86003	2008	MCI	J4500	2M93MHA68W064820	BP 5260	ON	1,590,276	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		16
79	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		86005	2008	MCI	J4500	2M93MHA88W064821	BP3414-PR	ON	1,485,256	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		16

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
80	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		86006	2008	MCI	J4500	2M931MHA8W064822	BP 5258	ON	1,606,522	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		16
81	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		86007	2008	MCI	J4500	2M931MHA18W064823	BP5261	ON	1,518,233	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		16
82	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		86008	2008	MCI	J4500	2M931MHA38W064824	BP2817-PR	ON	1,520,152	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		16
83	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		86009	2008	MCI	J4500	2M931MHA58W064825	BP 5259	ON	1,562,052	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		16
84	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	MEGABUSCAN			86015	2008	MCI	J4500	2M931MHA78W064826	BP3415-PR	ON	1,965,187	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		16
85	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		86018	2008	MCI	J4500	2M931MHA98W064827	BP2818-PR	ON	1,513,398	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		16
86	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		33		86019	2008	MCI	J4500	2M931MHA48W064816	BP2997-PR	ON	937,047	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		16
87	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	COACH CANADA-ONTARIO	MEGABUSCAN		86020	2008	MCI	J4500	2M931MHA68W064817	BP3408-PR	ON	1,262,873	6	INACTIVE-LONG TERM OOS	SD-MCI4500	56	YES		16
88	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		86021	2008	MCI	J4500	2M931MHA08W064828	BP3664-PR	ON	1,033,885	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		16
89	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		88003	2010	MCI	J4500	2MG31MHA7AW065621	BP3662-PR	ON	1,481,849	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		14
90	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		33		88005	2010	MCI	J4500	2MG31MHA0AW065623	BP3663-PR	ON	1,243,205	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		14
91	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		88006	2010	MCI	J4500	2MG31MHA5AW065617	BP3657-PR	ON	1,679,967	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		14
92	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		88008	2010	MCI	J4500	2MG31MHA3AW065616	BP3658-PR	ON	1,487,969	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		14
93	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	MEGABUSCAN			89001	2011	MCI	J4500	2MG31MHA0BW065882	BP2811-PR	ON	1,148,076	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
94	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89002	2011	MCI	J4500	2MG31MHA2BW065818	BP3659-PR	ON	1,283,878	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
95	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89003	2011	MCI	J4500	2MG31MHA0BW065817	BP3667-PR	ON	1,470,429	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
96	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		33		89004	2011	MCI	J4500	2MG31MHA2BW065883	BP2998-PR	ON	1,061,839	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
97	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89005	2011	MCI	J4500	2MG31MHA2BW065821	BP3660-PR	ON	1,553,603	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
98	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	MEGABUSCAN			89008	2011	MCI	J4500	2MG31MHA8BW065886	BP3420-PR	ON	1,408,752	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
99	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	MEGABUSCAN			89009	2011	MCI	J4500	2MG31MHA3BW065887	BP3416-PR	ON	1,396,629	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
100	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89010	2011	MCI	J4500	2MG31MHA1BW065888	BP2999-PR	ON	1,456,544	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
101	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	MEGABUSCAN			89011	2011	MCI	J4500	2MG31MHA8BW065824	BP3668-PR	ON	1,469,119	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
102	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89012	2011	MCI	J4500	2MG31MHA4BW065822	BP3669-PR	ON	1,473,980	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
103	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	MEGABUSCAN			89013	2011	MCI	J4500	2MG31MHA3BW065889	BP2977-PR	ON	1,264,470	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
104	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89014	2011	MCI	J4500	2MG31MHA3BW065890	BP3000-PR	ON	1,142,462	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
105	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89015	2011	MCI	J4500	2MG31MHA9BW065816	BP3673-PR	ON	1,607,579	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
106	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89016	2011	MCI	J4500	2MG31MHA1BW065891	BP2812-PR	ON	1,242,042	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
107	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89017	2011	MCI	J4500	2MG31MHA6BW065871	BP3001-PR	ON	1,089,372	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
108	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89018	2011	MCI	J4500	2MG31MHA1BW065826	BP3675-PR	ON	1,629,943	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
109	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	MEGABUSCAN			89019	2011	MCI	J4500	2MG31MHA8BW065872	BP3409-PR	ON	1,413,730	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
110	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89020	2011	MCI	J4500	2MG31MHA4BW065819	BP3676-PR	ON	1,515,246	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
111	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89021	2011	MCI	J4500	2MG31MHA3BW065873	BP3672-PR	ON	1,333,562	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
112	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	MEGABUSCAN			89022	2011	MCI	J4500	2MG31MHA1BW065874	BP3410-PR	ON	1,447,182	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
113	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89023	2011	MCI	J4500	2MG31MHA0BW065820	BP3677-PR	ON	1,601,047	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
114	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89024	2011	MCI	J4500	2MG31MHA3BW065875	BP3411-PR	ON	1,111,458	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
115	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89025	2011	MCI	J4500	2MG31MHA3BW065825	BP3678-PR	ON	1,404,081	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
116	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	MEGABUSCAN			89026	2011	MCI	J4500	2MG31MHA5BW065876	BP3686-PR	ON	1,464,584	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
117	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89027	2011	MCI	J4500	2MG31MHA9BW065878	BP3011-PR	ON	1,314,516	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
118	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO	MEGABUSCAN			89028	2011	MCI	J4500	2MG31MHA0BW065879	BP3412-PR	ON	1,235,252	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13
119	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		89029	2011	MCI	J4500	2MG31MHA7BW065880	BP3687-PR	ON	1,091,960	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		13

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
120	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		89030	2011	MCI	J4500	2MG3JMH9BW065881	BP3688-PR	ON	1,177,192	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		13
121	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		90018	2012	PCI	H3-45	2PCH33492CC712043	BP 4838	ON	1,241,472	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		12
122	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		90021	2012	PCI	H3-45	2PCH33496CC712045	BP2820-PR	ON	1,292,332	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		12
123	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		90022	2012	PCI	H3-45	2PCH33493CC712049	BP3689-PR	ON	1,321,138	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		12
124	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		90027	2012	PCI	H3-45	2PCH33495CC712053	BP3690-PR	ON	1,303,359	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		12
125	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		90028	2012	PCI	H3-45	2PCH33499CC712055	BP3691-PR	ON	1,268,563	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		12
126	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		90030	2012	PCI	H3-45	2PCH33492CC712057	BP3661-PR	ON	1,385,304	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		12
127	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		91002	2013	PCI	H3-45	2PCH33496DC712256	BP3692-PR	ON	1,095,740	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		11
128	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		91003	2013	PCI	H3-45	2PCH33493DC712151	BP3693-PR	ON	1,046,947	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		11
129	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		91015	2013	PCI	H3-45	2PCH33492DC712190	BP3695-PR	ON	1,081,447	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		11
130	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		91018	2013	PCI	H3-45	2PCH33498DC712257	BP3696-PR	ON	1,218,886	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		11
131	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		91031	2013	PCI	H3-45	2PCH33497DC712203	BP2821-PR	ON	1,077,160	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		11
132	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		91033	2013	PCI	H3-45	2PCH33495DC712202	BP3697-PR	ON	949,423	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		11
133	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		91035	2013	PCI	H3-45	2PCH33490DC712219	BP3679-PR	ON	1,221,782	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		11
134	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		91081	2013	PCI	H3-45	2PCH3349XDC712213	BP3680-PR	ON	1,181,361	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		11
135	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		91082	2013	PCI	H3-45	2PCH33496DC712211	BP3681-PR	ON	1,145,343	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		11
136	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		92001	2015	PCI	H3-45	2PCH33499FC712982	BP3682-PR	ON	946,588	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		9
137	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		92002	2015	PCI	H3-45	2PCH33490FC712983	BP3683-PR	ON	900,060	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		9
138	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		92003	2015	PCI	H3-45	2PCH33492FC712984	BP4802	ON	725,780	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		9
139	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		92005	2015	PCI	H3-45	2PCH33494FC712985	BP3670-PR	ON	875,649	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		9
140	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		31		92006	2015	PCI	H3-45	2PCH33498FC712987	BP3671-PR	ON	918,205	3	ACTIVE-COACH USA OWNED VEHICLE	SD-PREVH3	56	YES		9
141	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42631	2013	VAN	TD925	YE2DH1385D2042631	BP 2577-PR	ON	2,364,669	6	INACTIVE-LONG TERM OOS	DD-TD925	81	YES		11
142	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42632	2013	VAN	TD925	YE2DH1387D2042632	BP 2578-PR	ON	2,388,774	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
143	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42633	2013	VAN	TD925	YE2DH1389D2042633	BP 2579-PR	ON	2,543,159	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
144	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42634	2013	VAN	TD925	YE2DH1380D2042634	BP 2580-PR	ON	2,431,056	6	INACTIVE-LONG TERM OOS	DD-TD925	81	YES		11
145	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42635	2013	VAN	TD925	YE2DH1382D2042635	BP2582-PR	ON	2,553,261	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
146	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42636	2013	VAN	TD925	YE2DH1384D2042636	BP 2581-PR	ON	2,677,505	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
147	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42637	2013	VAN	TD925	YE2DH1386D2042637	BP2583-PR	ON	2,523,011	6	INACTIVE-LONG TERM OOS	DD-TD925	81	YES		11
148	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42638	2013	VAN	TD925	YE2DH1388D2042638	BP2587-PR	ON	2,438,850	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
149	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42639	2013	VAN	TD925	YE2DH138XD2042639	BP2584-PR	ON	2,421,168	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
150	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42640	2013	VAN	TD925	YE2DH1386D2042640	BP2585-PR	ON	2,638,993	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
151	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42641	2013	VAN	TD925	YE2DH1388D2042641	BP2586-PR	ON	2,387,432	6	INACTIVE-LONG TERM OOS	DD-TD925	81	YES		11
152	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42642	2013	VAN	TD925	YE2DH138XD2042642	BP2588-PR	ON	2,370,870	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
153	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42643	2013	VAN	TD925	YE2DH1381D2042643	BP2589-PR	ON	2,619,502	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
154	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42645	2013	VAN	TD925	YE2DH1385D2042645	BP3760-PR	ON	2,515,750	6	INACTIVE-LONG TERM OOS	DD-TD925	81	YES		11
155	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42720	2013	VAN	TD925	YE2DH1384D2042720	BP2975-PR	ON	2,403,183	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
156	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42721	2013	VAN	TD925	YE2DH1386D2042721	BP2976-PR	ON	2,587,976	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		11
157	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	MEGABUS SOUTHEAST LLC	DD42728	2014	VAN	TD925	YE2DH1387E2042728	BP4840	ON	1,076,467	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		10
158	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	MEGABUS SOUTHEAST LLC	DD42729	2014	VAN	TD925	YE2DH1389E2042729	BP5251	ON	1,037,382	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		10
159	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	MEGABUS SOUTHEAST LLC	DD42732	2014	VAN	TD925	YE2DH1389E2042732	BP5252	ON	1,730,841	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		10

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
160	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	MEGABUS SOUTHEAST LLC	DD42735	2014	VAN	TD925	YE2DH13B4E2042735	BP5 255	ON	1,699,628	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		10
161	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	MEGABUS SOUTHEAST LLC	DD42737	2014	VAN	TD925	YE2DH13B8E2042737	BP4841	ON	1,121,512	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		10
162	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42739	2014	VAN	TD925	YE2DH13B1E2042739	BP2982-PR	ON	2,211,444	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		10
163	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	COACH LEASING INC	DD42767	2015	VAN	TD925	YE2DH13B4F2042767	BP5253	ON	1,379,826	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		9
164	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	COACH LEASING INC	DD42768	2015	VAN	TD925	YE2DH13B6F2042768	BP5254	ON	916,677	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		9
165	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	COACH LEASING INC	DD42775	2015	VAN	TD925	YE2DH13B3F2042775	BP4831	ON	987,593	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		9
166	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	COACH LEASING INC	DD42776	2015	VAN	TD925	YE2DH13B5F2042776	BP4842	ON	943,921	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		9
167	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	COACH LEASING INC	DD42884	2016	VAN	TD925	YE2DH82B3G2042884	BP4849	ON	844,643	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		8
168	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN	COACH LEASING INC	DD42886	2016	VAN	TD925	YE2DH82B7G2042886	BP4850	ON	604,878	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		8
169	Core	Owned	Trentway-Wagar (Properties) Inc.	COACH CANADA-ONTARIO		MEGABUSCAN		DD42888	2016	VAN	TD925	YE2DH82B0G2042888	BP3708	ON	1,785,572	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		8
170	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17001	2017	MCI	D4500 SS	1M8PDMBA2HP014227	AT486H	NJ	253,431	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
171	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17003	2017	MCI	D4500 SS	1M8PDMBA6HP014229	AT488H	NJ	283,905	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
172	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17004	2017	MCI	D4500	1M8PDMBA2HP014230	AT630M	NJ	187,170	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
173	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17005	2017	MCI	D4500	1M8PDMBA4HP014231	AT631M	NJ	235,565	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
174	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17006	2017	MCI	D4500	1M8PDMBA6HP014232	AT632M	NJ	239,333	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
175	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17008	2017	MCI	D4500	1M8PDMBAXHP014234	AT634M	NJ	229,904	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
176	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17009	2017	MCI	D4500	1M8PDMBA1HP014235	AT993M	NJ	258,931	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
177	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17010	2017	MCI	D4500	1M8PDMBA3HP014236	AT994M	NJ	272,875	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
178	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17011	2017	MCI	D4500	1M8PDMBA5HP014237	AT995M	NJ	263,598	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
179	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17012	2017	MCI	D4500	1M8PDMBA7HP014238	AT996M	NJ	189,283	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
180	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17013	2017	MCI	D4500	1M8PDMBA9HP014239	AT997M	NJ	163,446	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
181	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17014	2017	MCI	D4500	1M8PDMBA5HP014240	AT998M	NJ	300,590	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
182	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17015	2017	MCI	D4500	1M8PDMBA7HP014241	AT999M	NJ	207,720	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
183	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17017	2017	MCI	D4500	1M8PDMBA0HP014243	AT101N	NJ	285,695	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
184	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17019	2017	MCI	D4500	1M8PDMBA4HP014245	AT103N	NJ	220,104	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
185	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		17020	2017	MCI	D4500	1M8PDMBA6HP014246	AT104N	NJ	268,402	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
186	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-77 LINE		28547	2003	MCI	D4500	1M8PDMRA43P055814	AC441K	NJ	654,139	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	21
187	Core	Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		2929	2014	FRD	E450	1FDFE4FS0EDA52929	HFQ553	OH	129,624	33	PREP STATUS-PARKED TO ACTIVE	CUTAWAY	21	YES		10
188	Core	Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		46516	2009	FRD	E350	1FDEE35S29DA06516	P679490	IL	108,751	3	ACTIVE-COACH USA OWNED VEHICLE	CUTAWAY	12	YES		15
189	Core	Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		4707	2012	DIA	VIP 2500	1FDFE4FS6CDB04707	P1177196	IL	196,076	3	ACTIVE-COACH USA OWNED VEHICLE	CUTAWAY	20	YES		12
190	Core	Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		51266	2015	BBB	ALL AMERICAN	1BABNBCA5FF312437	P1153344	IL	97,638	3	ACTIVE-COACH USA OWNED VEHICLE	TRANSIT	39	YES		9
191	Core	Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		51267	2015	BBB	ALL AMERICAN	1BABNBCA7FF312438	P1231068	IL	102,954	3	ACTIVE-COACH USA OWNED VEHICLE	TRANSIT	39	YES		9
192	Core	Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		51269	2016	BBB	ALL AMERICAN	1BABLBCA1GF321658	P1231069	IL	120,684	3	ACTIVE-COACH USA OWNED VEHICLE	TRANSIT	37	YES		8
193	Core	Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		51270	2017	BBB	ALL AMERICAN	1BABNBCA7HF334295	P1153306	IL	53,476	3	ACTIVE-COACH USA OWNED VEHICLE	TRANSIT	39	YES		7
194	Core	Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		64648	2015	INT	EL DORADO	5WEXWSK7FH664648	P966644	IL	105,053	33	PREP STATUS-PARKED TO ACTIVE	CUTAWAY	29	NO		9
195	Core	Leased		COMMUNITY TRANSIT		CM-CHARTER		81523	2019	VAN	CX45	YE2XC81B1K3081523	P1039248	IL	303,437	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
196	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		8178	2017	GRANDE WEST	GRANDEWEST	209B30AA5HA098178	54192BB	NY	88,710	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	20	NO	BROOKLYN NAVY	7
197	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		8179	2017	GRANDE WEST	GRANDEWEST	209B30AA7HA098179	54193BB	NY	88,119	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	20	NO	BROOKLYN NAVY	7
198	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		8180	2017	GRANDE WEST	GRANDEWEST	209B30AA3HA0988180	54194BB	NY	86,964	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	20	NO	BROOKLYN NAVY	7
199	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		8181	2017	GRANDE WEST	GRANDEWEST	209BB30AA5HA098181	13300BT	NY	90,166	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	20	NO	BROOKLYN NAVY	7
200	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		8182	2017	GRANDE WEST	GRANDEWEST	209B30AA7HA098182	13301BT	NY	77,073	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	20	NO	BROOKLYN NAVY	7

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
201	Core	Agency Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		8192	2017	GRANDE WEST	GRANDEWEST	209B30AAXHA098192	13302BT	NY	94,770	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	20	NO	BROOKLYN NAVY	7
202	Core	Owned	Community Transit Lines, Inc.	COMMUNITY TRANSIT		CM-BKNAVY		9644	2015	FRD	E450	1FDFE4F59FDA09644	P1088778	IL	100,029	3	ACTIVE-COACH USA OWNED VEHICLE	CUTAWAY	21	YES		9
203	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	BUTLER-OHIO	DILLONS	CAM LEASING LLC	299	2007	VAN	C2045L	YE2CC27B672047299	013P55	MD	397,594	6	INACTIVE-LONG TERM OOS	SD-VHC2045	55	YES		17
204	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DILLONS	CAM LEASING LLC	46940	2009	VAN	C2045	YE2CC29B1A2046940	P1186548	IL	541,671	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	55	NO		15
205	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	BUTLER-OHIO	DILLONS	COACH LEASING INC	47543	2008	VAN	C2045L	YE2CC27B082047543	P892215	IL	417,206	6	INACTIVE-LONG TERM OOS	SD-VHC2045	57	YES		16
206	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	47743	2011	VAN	C2045L	YE2CC2AB8B2047743	023P01	MD	313,562	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	55	YES		13
207	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	47756	2011	VAN	C2045L	YE2CC2AB6B2047756	023P02	MD	294,270	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	55	YES		13
208	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	47824	2012	VAN	C2045L	YE2CC2AB6C2047824	P1155971	IL	652,793	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		12
209	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	47826	2012	VAN	C2045L	YE2CC2ABXC2047826	P927156	IL	672,701	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		12
210	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	47830	2012	VAN	C2045L	YE2CC2AB1C2047830	P927160	IL	544,174	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		12
211	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	47831	2012	VAN	C2045L	YE2CC2AB3C2047831	P927161	IL	495,110	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		12
212	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DILLONS	CAM LEASING LLC	47833	2012	VAN	C2045L	YE2CC2AB7C2047833	P1155972	IL	432,364	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	YES		12
213	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	47834	2012	VAN	C2045L	YE2CC2AB9C2047834	P800761	IL	384,716	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		12
214	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	47840	2012	VAN	C2045L	YE2CC2AB4C2047840	P800767	IL	467,265	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	55	YES		12
215	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DILLONS	CAM LEASING LLC	47842	2012	VAN	C2045L	YE2CC2AB8C2047842	P1155973	IL	464,676	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	55	YES		12
216	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DILLONS	CAM LEASING LLC	47843	2012	VAN	C2045L	YE2CC2ABXC2047843	P1155974	IL	446,393	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	55	YES		12
217	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DILLONS	COACH LEASING INC	48227	2014	VAN	CX45	YE2XC21B6E3048227	P832271	IL	546,824	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		10
218	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	48233	2014	VAN	CX45	YE2XC21B1E3048233	P832273	IL	724,448	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		10
219	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	48235	2014	VAN	CX45	YE2XC21B5E3048235	P832274	IL	765,883	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		10
220	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DILLONS	COACH LEASING INC	48245	2014	VAN	CX45	YE2XC21B8E3048245	P832277	IL	507,535	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		10
221	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	48247	2014	VAN	CX45	YE2XC21B1E3048247	P832278	IL	506,520	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		10
222	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DILLONS	COACH LEASING LLC	48500	2015	VAN	CX45	YE2XC21B7F3048500	P869859	IL	485,620	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
223	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	48501	2015	VAN	CX45	YE2XC21B9F3048501	P869860	IL	450,443	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
224	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DILLONS	COACH LEASING INC	48502	2015	VAN	CX45	YE2XC21B0F3048502	P869861	IL	393,168	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
225	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DILLONS	COACH LEASING INC	48881	2016	VAN	CX45	YE2XC81B6G3048881	P898306	IL	447,692	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
226	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DILLONS	COACH LEASING INC	48883	2016	VAN	CX45	YE2XC81BXG3048883	P898307	IL	385,221	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
227	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	48989	2016	VAN	CX45	YE2XC82B6G3048989	P1040859	IL	455,836	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
228	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49051	2016	VAN	CX45	YE2XC81B3G3049051	P918931	IL	386,592	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
229	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49057	2016	VAN	CX45	YE2XC81B4G3049057	P918933	IL	477,468	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
230	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49058	2016	VAN	CX45	YE2XC81B6G3049058	P918934	IL	435,332	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
231	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49059	2016	VAN	CX45	YE2XC81B8G3049059	P918935	IL	459,847	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
232	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49061	2016	VAN	CX45	YE2XC81B6G3049061	P918937	IL	449,896	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
233	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49062	2016	VAN	CX45	YE2XC81B8G3049062	P918938	IL	419,504	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
234	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49063	2016	VAN	CX45	YE2XC81BXG3049063	P918939	IL	437,894	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
235	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49064	2016	VAN	CX45	YE2XC81B1G3049064	P918940	IL	415,165	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
236	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49065	2016	VAN	CX45	YE2XC81B3G3049065	P918941	IL	393,806	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
237	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49066	2016	VAN	CX45	YE2XC81B5G3049066	P918942	IL	401,220	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
238	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49069	2016	VAN	CX45	YE2XC81B0G3049069	P918943	IL	435,922	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
239	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49070	2016	VAN	CX45	YE2XC81B7G3049070	P918944	IL	437,800	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
240	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49091	2016	VAN	CX45	YE2XC82B6G3049091	P1040861	IL	371,696	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
241	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49115	2017	VAN	CX45	YE2XC81B1H3049115	P942696	IL	491,223	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
242	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49138	2016	VAN	CX45	YE2XC82B6G3049138	P1050420	IL	434,780	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
243	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49334	2017	VAN	CX45	YE2XC81B2H3049334	P942702	IL	509,731	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
244	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49369	2017	VAN	CX45	YE2XC82B1H3049369	P942704	IL	471,797	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
245	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49376	2017	VAN	CX45	YE2XC82B9H3049376	P942705	IL	420,708	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
246	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49384	2017	VAN	CX45	YE2XC82B8H3049384	P942706	IL	388,206	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
247	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49401	2017	VAN	CX45	YE2XC81B2H3049401	P942707	IL	352,558	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
248	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49402	2017	VAN	CX45	YE2XC81B4H3049402	P942708	IL	352,712	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
249	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49404	2017	VAN	CX45	YE2XC81B8H3049404	P942709	IL	398,530	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
250	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49406	2017	VAN	CX45	YE2XC81B1H3049406	P945869	IL	381,838	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
251	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49407	2017	VAN	CX45	YE2XC81B3H3049407	P945870	IL	410,737	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
252	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49409	2017	VAN	CX45	YE2XC81B7H3049409	P945871	IL	419,223	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
253	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49410	2017	VAN	CX45	YE2XC81B3H3049410	P945872	IL	359,849	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
254	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49411	2017	VAN	CX45	YE2XC81B5H3049411	P948936	IL	410,934	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
255	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49413	2017	VAN	CX45	YE2XC81B9H3049413	P945873	IL	394,254	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
256	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	49426	2017	VAN	CX45	YE2XC81B7H3049426	P954189	IL	380,016	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
257	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH USA INC	49582	2017	VAN	CX45	YE2XC82B1H3049582	P967601	IL	451,992	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
258	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH USA INC	49631	2018	VAN	CX45	YE2XC82B2J3049631	P967602	IL	405,063	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		6
259	Core	Leased		DILLON'S BUS		DIL-MTA		49633	2018	VAN	CX45	YE2XC82B6J3049633	P977505	IL	524,831	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	OPERATING/BOA SCH 36	6
260	Core	Leased		DILLON'S BUS		DIL-MTA		49635	2018	VAN	CX45	YE2XC82B8J3049635	P977506	IL	493,037	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	OPERATING/BOA SCH 36	6
261	Core	Leased		DILLON'S BUS		DIL-MTA		49637	2018	VAN	CX45	YE2XC82B3J3049637	P977507	IL	454,807	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	OPERATING/BOA SCH 36	6
262	Core	Leased		DILLON'S BUS		DIL-MTA		49638	2018	VAN	CX45	YE2XC82B5J3049638	P977508	IL	405,004	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	OPERATING/BOA SCH 36	6
263	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	BUTLER-OHIO	DILLONS	CAM LEASING LLC	58960	2009	MCI	D4505	1M86DMHA09P058960	015P04	MD	398,500	6	INACTIVE-LONG TERM OOS	SD-MCID4505	55	YES		15
264	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	BUTLER-ERIE	DILLONS	CAM LEASING LLC	58990	2009	MCI	D4505	1M86DMEA39P058990	015P05	MD	475,895	6	INACTIVE-LONG TERM OOS	SD-MCID4505	55	YES		15
265	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	BUTLER-OHIO	DILLONS	COACH USA INC	63569	2006	MCI	J4500	2M93MPA66W063569	P884748	IL	649,380	6	INACTIVE-LONG TERM OOS	SD-MCI4500	55	YES		18
266	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	BUTLER-OHIO	DILLONS	CAM LEASING LLC	63603	2006	MCI	J4500	2M93MPA66W063603	009977	MD	575,752	6	INACTIVE-LONG TERM OOS	SD-MCI4500	55	YES		18
267	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	BUTLER-OHIO	DILLONS	COACH USA INC	63857	2007	MCI	J4500	2M93MPA27W063857	P1023047	IL	659,141	6	INACTIVE-LONG TERM OOS	SD-MCI4500	56	YES		17
268	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	BUTLER	DILLONS	CAM LEASING LLC	63995	2007	MCI	J4500	2M93MPA37W063995	009979	MD	482,844	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		17
269	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	BUTLER-ERIE	DILLONS	COACH USA INC	64182	2007	MCI	J4500	2M93MPA07W064182	P903065	IL	1,039,838	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		17
270	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	PIERCE LOT	DILLONS	CAM LEASING LLC	64601	2008	MCI	J4500	2M93MHA58W064601	P797189	IL	714,171	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	45	YES		16
271	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65064	2009	MCI	J4500	2MG3JMEA19W065064	P797193	IL	733,063	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	58	YES		15
272	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65065	2009	MCI	J4500	2MG3JMEA19W065065	P1186549	IL	653,860	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	58	YES		15
273	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65146	2009	MCI	J4500	2MG3JMEA19W065146	P797190	IL	621,000	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	58	YES		15
274	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	PIERCE LOT	DILLONS	CAM LEASING LLC	65147	2008	MCI	J4500	2MG3JMEA19W065147	P797192	IL	690,140	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	58	YES		16
275	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65187	2009	MCI	J4500	2MG3JMEA19W065187	014P90	MD	558,877	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
276	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65250	2009	MCI	J4500	2MG3JMEA19W065250	014P91	MD	510,521	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
277	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	65255	2009	MCI	J4500	2MG3JMEA19W065255	P676403	IL	616,503	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		15
278	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	65274	2009	MCI	J4500	2MG3JMEA19W065274	P892442	IL	481,015	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		15
279	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LSG INC	65275	2009	MCI	J4500	2MG3JMEA19W065275	P880838	IL	526,663	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		15
280	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	65305	2009	MCI	J4500	2MG3JMEA19W065305	P884751	IL	731,727	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
281	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	65306	2009	MCI	J4500	2MG3JMEA19W065306	P884752	IL	741,381	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
282	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	65307	2009	MCI	J4500	2MG3JMEA19W065307	P884753	IL	784,261	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
283	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	65308	2009	MCI	J4500	2MG3JMEA19W065308	P884754	IL	356,973	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
284	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	65309	2009	MCI	J4500	2MG3JMEA19W065309	P884755	IL	814,238	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
285	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65310	2009	MCI	J4500	2MG3JMEA19W065310	015P06	MD	563,785	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
286	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65325	2009	MCI	J4500	2MG3JMEA19W065325	015P07	MD	463,956	6	INACTIVE-LONG TERM OOS	SD-MCI4500	55	YES		15
287	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LSG LLC	65349	2009	MCI	J4500	2MG3JMEA19W065349	P1163789	IL	581,360	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
288	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	NONE	65350	2009	MCI	J4500	2MG3JMEA19W065350	016P05	MD	487,165	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
289	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65352	2009	MCI	J4500	2MG3JMEA19W065352	016P06	MD	496,289	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
290	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65388	2009	MCI	J4500	2MG3JMEA19W065388	015P11	MD	524,182	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
291	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	65444	2009	MCI	J4500	2MG3JMEA09W065444	P1186550	IL	487,506	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
292	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65446	2009	MCI	J4500	2MG3JMEA19W065446	014P93	MD	439,028	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
293	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65448	2009	MCI	J4500	2MG3JMEA19W065448	014P95	MD	505,487	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
294	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65449	2009	MCI	J4500	2MG3JMEA19W065449	014P96	MD	507,007	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
295	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65450	2009	MCI	J4500	2MG3JMEA19W065450	016P22	MD	495,437	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
296	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	65452	2009	MCI	J4500	2MG3JMEA19W065452	P1163790	IL	466,207	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		15
297	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	65884	2011	MCI	J4500	2MG3JMEA19W065884	P802824	IL	402,738	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		13
298	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	65885	2011	MCI	J4500	2MG3JMEA19W065885	P1163791	IL	554,590	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	56	YES		13
299	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	7196	2006	VAN	C2045	YE2CC27B962047196	023P06	MD	641,937	6	INACTIVE-LONG TERM OOS	SD-VHC2045	56	NO		18
300	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	7197	2006	VAN	C2045	YE2CC27B062047197	023P07	MD	585,882	6	INACTIVE-LONG TERM OOS	SD-VHC2045	56	NO		18
301	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	795	2006	MCI	J4500	2M93MPA67W063859	013P99	MD	524,346	6	INACTIVE-LONG TERM OOS	SD-MCI4500	55	YES		18
302	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	CAM LEASING LLC	798	2008	MCI	J4500	2M93MHA08W064750	023P08	MD	572,886	5	INACTIVE-SURPLUS-RESERVE	SD-MCI4500	55	YES		16
303	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	BUTLER-OHIO	799	2008	MCI	J4500	2M93MHA48W064749	023P09	MD	567,677	6	INACTIVE-LONG TERM OOS	SD-MCI4500	55	YES		16
304	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	PIERCE LOT	DILLONS	CAM LEASING LLC	80210	2008	MCI	J4500	2M93MHA88W064740	023P10	MD	61							

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
307	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81141	2018	VAN	CX45	YE2XC82B2J3081141	P987301	IL	358,800	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		6
308	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81143	2018	VAN	CX45	YE2XC82B6J3081143	P989821	IL	330,170	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		6
309	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81145	2018	VAN	CX45	YE2XC82B8J3081145	P989822	IL	331,909	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		6
310	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81149	2018	VAN	CX45	YE2XC82B7J3081149	P987302	IL	354,541	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		6
311	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81151	2018	VAN	CX45	YE2XC82B5J3081151	P989823	IL	335,018	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		6
312	Core	Leased		DILLON'S BUS		DIL-MTA		81319	2019	VAN	CX45	YE2XC81B2K3081319	P1034311	IL	263,438	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC HI	5
313	Core	Leased		DILLON'S BUS		DIL-MTA		81320	2019	VAN	CX45	YE2XC81B9K3081320	P1034312	IL	383,736	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC HI	5
314	Core	Leased		DILLON'S BUS		DIL-MTA		81321	2019	VAN	CX45	YE2XC81B0K3081321	P1034313	IL	370,529	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC HI	5
315	Core	Leased		DILLON'S BUS		DIL-MTA		81323	2019	VAN	CX45	YE2XC81B4K3081323	P1034314	IL	372,593	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC HI	5
316	Core	Leased		DILLON'S BUS		DIL-MTA		81327	2019	VAN	CX45	YE2XC81B1K3081327	P1033648	IL	345,753	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC HI	5
317	Core	Leased		DILLON'S BUS		DIL-MTA		81328	2019	VAN	CX45	YE2XC81B3K3081328	P1033649	IL	277,434	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC HI	5
318	Core	Leased		DILLON'S BUS		DIL-MTA		81329	2019	VAN	CX45	YE2XC81B5K3081329	P1033650	IL	325,870	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC HI	5
319	Core	Leased		DILLON'S BUS		DIL-MTA		81372	2019	VAN	CX45	YE2XC81B6K3081372	P1211674	IL	220,572	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H3	5
320	Core	Leased		DILLON'S BUS		DIL-MTA		81373	2019	VAN	CX45	YE2XC81B8K3081373	P1162010	IL	265,340	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H3	5
321	Core	Leased		DILLON'S BUS		DIL-MTA		81375	2019	VAN	CX45	YE2XC81B1K3081375	P1211675	IL	269,615	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H3	5
322	Core	Leased		DILLON'S BUS		DIL-MTA		81376	2019	VAN	CX45	YE2XC81B3K3081376	P1035543	IL	287,000	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H3	5
323	Core	Leased		DILLON'S BUS		DIL-VB		81378	2019	VAN	CX45	YE2XC81B7K3081378	P1035544	IL	394,292	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H3	5
324	Core	Leased		DILLON'S BUS		DIL-MTA		81380	2019	VAN	CX45	YE2XC81B5K3081380	P1036288	IL	206,773	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H4	5
325	Core	Leased		DILLON'S BUS		DIL-MTA		81382	2019	VAN	CX45	YE2XC81BK3081382	P1036289	IL	164,365	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H4	5
326	Core	Leased		DILLON'S BUS		DIL-MTA		81389	2019	VAN	CX45	YE2XC81B1K3081389	P1036292	IL	269,815	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H4	5
327	Core	Leased		DILLON'S BUS		DIL-VB		81390	2019	VAN	CX45	YE2XC81B8K3081390	P1036297	IL	377,024	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H4	5
328	Core	Leased		DILLON'S BUS		DIL-MTA		81401	2019	VAN	CX45	YE2XC82B0K3081401	P1160478	IL	246,284	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H4	5
329	Core	Leased		DILLON'S BUS		DIL-MTA		81413	2019	VAN	CX45	YE2XC81B5K3081413	P1036299	IL	285,181	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H4	5
330	Core	Leased		DILLON'S BUS		DIL-MTA		81415	2019	VAN	CX45	YE2XC81B1K3081415	P1036300	IL	196,071	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H4	5
331	Core	Leased		DILLON'S BUS		DIL-VB		81416	2019	VAN	CX45	YE2XC81B0K3081416	P1037347	IL	446,665	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H5	5
332	Core	Leased		DILLON'S BUS		DIL-MTA		81423	2019	VAN	CX45	YE2XC81B8K3081423	P1037125	IL	330,925	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H5	5
333	Core	Leased		DILLON'S BUS		DIL-VB		81424	2019	VAN	CX45	YE2XC81B8K3081424	P1037126	IL	388,132	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H5	5
334	Core	Leased		DILLON'S BUS		DIL-MTA		81425	2019	VAN	CX45	YE2XC81B1K3081425	P1037127	IL	286,933	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H5	5
335	Core	Leased		DILLON'S BUS		DIL-VB		81428	2019	VAN	CX45	YE2XC81B7K3081428	P1037128	IL	408,469	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC H5	5
336	Core	Leased		DILLON'S BUS		DILLONS		81429	2019	VAN	CX45	YE2XC81B9K3081429	P1211676	IL	281,519	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
337	Core	Leased		DILLON'S BUS		DIL-VB		81432	2019	VAN	CX45	YE2XC81B9K3081432	P1037558	IL	436,362	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
338	Core	Leased		DILLON'S BUS		DIL-MTA		81433	2019	VAN	CX45	YE2XC81B0K3081433	P1211677	IL	213,330	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
339	Core	Leased		DILLON'S BUS		DILLONS		81435	2019	VAN	CX45	YE2XC81B4K3081435	P1211678	IL	189,067	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
340	Core	Leased		DILLON'S BUS		DIL-VB		81453	2019	VAN	CX45	YE2XC82B8K3081453	P1038361	IL	418,992	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
341	Core	Leased		DILLON'S BUS		DIL-MTA		81455	2019	VAN	CX45	YE2XC82B1K3081455	P1038362	IL	316,942	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
342	Core	Leased		DILLON'S BUS		DILLONS		81514	2019	VAN	CX45	YE2XC81B0K3081514	P1211679	IL	221,252	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
343	Core	Leased		DILLON'S BUS		DIL-MTA		81525	2019	VAN	CX45	YE2XC81B5K3081525	P1038646	IL	279,106	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
344	Core	Leased		DILLON'S BUS		DIL-VB		81526	2019	VAN	CX45	YE2XC81B7K3081526	P1038363	IL	439,432	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
345	Core	Leased		DILLON'S BUS		DIL-MTA		81529	2019	VAN	CX45	YE2XC81B2K3081529	P1038364	IL	337,674	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
346	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81713	2022	VAN	CX45	YE2XC86BXN3081713	P1169385	IL	75,387	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		2

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347	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81721	2022	VAN	CX45	YE2XC86B9N3081721	P1169386	IL	80,069	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		2
348	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81744	2022	VAN	CX45	YE2XC86BXN3081744	P1169387	IL	73,745	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		2
349	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81746	2022	VAN	CX45	YE2XC86B3N3081746	P1169388	IL	79,416	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		2
350	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81757	2022	VAN	CX45	YE2XC86B8N3081757	P1169389	IL	75,214	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		2
351	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81758	2022	VAN	CX45	YE2XC86BXN3081758	P1153345	IL	80,868	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		2
352	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA		81789	2022	VAN	CX45	YE2XC86BXN3081789	P1153346	IL	84,972	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		2
353	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA	COACH LEASING INC	81796	2022	VAN	CX45	YE2XC86B7N3081796	P1153347	IL	90,579	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		2
354	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	88001	2010	MCI	J4500	2MG3JMH9AW065619	P739303	IL	594,020	5	INACTIVE-SURPLUS-RESERVE	SD-MCJ4500	56	YES		14
355	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS	DILLON'S BUS	DILLONS	COACH LEASING INC	88004	2010	MCI	J4500	2MG3JMH9AW065622	P739304	IL	503,904	5	INACTIVE-SURPLUS-RESERVE	SD-MCJ4500	56	YES		14
356	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39565	2021	FRD	F550	1FDUF5GN6MEC76721	21047LG	MD	69,564	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	26	YES	STATE OF MARYLAND	3
357	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39566	2021	FRD	F550	1FDUF5GN6MEC63001	21555LG	MD	60,280	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	26	YES	STATE OF MARYLAND	3
358	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39567	2021	FRD	F550	1FDUF5GN4MEC63000	21816LG	MD	64,094	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	24	YES	STATE OF MARYLAND	3
359	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39568	2021	FRD	F550	1FDUF5GN3MEC62999	21003LG	MD	60,203	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	26	YES	STATE OF MARYLAND	3
360	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39569	2021	FRD	F550	1FDUF5GN1MEC62998	21812LG	MD	73,218	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	26	YES	STATE OF MARYLAND	3
361	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39570	2021	FRD	F550	1FDUF5GNXMEC62997	21831LG	MD	67,596	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	26	YES	STATE OF MARYLAND	3
362	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39571	2021	FRD	F550	1FDUF5GN8MEC62996	21814LG	MD	64,681	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	24	YES	STATE OF MARYLAND	3
363	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39572	2021	FRD	F550	1FDUF5GN6MEC62995	21569LG	MD	66,124	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	26	YES	STATE OF MARYLAND	3
364	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39573	2021	FRD	F550	1FDUF5GN4MEC62994	21829LG	MD	61,322	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	24	YES	STATE OF MARYLAND	3
365	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39574	2021	FRD	F550	1FDUF5GN2MEC62993	21828LG	MD	68,120	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	24	YES	STATE OF MARYLAND	3
366	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39575	2021	FRD	F550	1FDUF5GN1MEC76724	21817LG	MD	56,834	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	24	YES	STATE OF MARYLAND	3
367	Core	Agency Owned	Dillon's Bus Service, Inc.	DILLON'S-TOWSON		DIL-TOWSON		39576	2021	FRD	F550	1FDUF5GN3MED11098	21832LG	MD	66,120	2	ACTIVE-AGENCY OWNED VEHICLE	CUTAWAY	24	YES	STATE OF MARYLAND	3
368	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	14733	2018	MCI	D4505	1M86DMBA4JP014733	P905272	IL	390,792	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	51	N		6
369	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	46211	2010	VAN	C2045L	YE2CC25B2A2046211	P797248	IL	662,867	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	NO		14
370	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	46220	2010	VAN	C2045L	YE2CC25B3A2046220	P970747	IL	895,349	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	YES		14
371	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	46227	2010	VAN	C2045L	YE2CC25B6A2046227	P970748	IL	704,643	6	INACTIVE-LONG TERM OOS	SD-VHC2045	57	YES		14
372	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	46230	2010	VAN	C2045L	YE2CC25B6A2046230	P970749	IL	747,846	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	YES		14
373	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-NGM	COACH LEASING INC	46232	2010	VAN	C2045L	YE2CC25BXA2046232	P676406	IL	678,192	6	INACTIVE-LONG TERM OOS	SD-VHC2045	57	YES		14
374	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	46233	2010	VAN	C2045L	YE2CC25B1A2046233	P676407	IL	642,756	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	NO		14
375	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	46773	2008	VAN	C2045L	YE2CC26BX82046773	P800744	IL	706,109	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	YES		16
376	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-NGM	COACH LEASING INC	46791	2008	VAN	C2045L	YE2CC29B782046791	P1106037	IL	465,697	6	INACTIVE-LONG TERM OOS	SD-VHC2045	57	NO		16
377	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	46924	2010	VAN	C2045L	YE2CC29B3A2046924	P797250	IL	679,137	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	NO		14
378	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	46957	2010	VAN	C2045L	YE2CC29B7A2046957	P712824	IL	777,049	6	INACTIVE-LONG TERM OOS	SD-VHC2045	57	NO		14
379	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-NGM	COACH LEASING INC	47498	2008	VAN	C2045L	YE2CC27BX82047498	P1106038	IL	548,779	6	INACTIVE-LONG TERM OOS	SD-VHC2045	57	YES		16
380	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	47733	2011	VAN	C2045	YE2CC1AB2B2047733	P797251	IL	617,648	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	N		13
381	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	47735	2011	VAN	C2045	YE2CC1AB6B2047735	P800751	IL	564,617	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	N		13
382	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	47739	2011	VAN	C2045L	YE2CC2AB6B2047739	P800752	IL	723,854	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	YES		13
383	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	47747	2011	VAN	C2045	YE2CC1AB2B2047747	P800755	IL	761,221	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	N		13
384	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-KINROSS	CAM LEASING LLC	47749	2011	VAN	C2045	YE2CC1AB6B2047749	P1106039	IL	595,137	6	INACTIVE-LONG TERM OOS	SD-VHC2045	56	N		13
385	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	47759	2011	VAN	C2045	YE2CC2AB1B2047759	P797253	IL	603,042	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	N		13
386	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	47760	2011	VAN	C2045L	YE2CC2AB8B2047760	P800757	IL	730,701	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	60	YES		13
387	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	47764	2011	VAN	C2045	YE2CC2AB5B2047764	P1106041	IL	519,914	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	NO		13
388	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	47765	2011	VAN	C2045	YE2CC2AB7B2047765	P797257	IL	482,803	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	NO		13
389	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	47771	2011	VAN	C2045L	YE2CC2AB2B2047771	P1106042	IL	554,623	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	YES		13
390	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	47841	2012	VAN	C2045L	YE2CC2AB6C2047841	P970751	IL	732,822	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	YES		12

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
391	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48424	2015	VAN	CX45	YE2XC21B6F3048424	P871585	IL	710,741	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
392	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	48541	2015	VAN	CX45	YE2XC21B8F3048541	P877252	IL	616,103	6	INACTIVE-LONG TERM OOS	SD-VHCX45	56	YES		9
393	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48542	2015	VAN	CX45	YE2XC21B1F3048542	P877253	IL	728,936	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
394	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48543	2015	VAN	CX45	YE2XC21B3F3048543	P1106043	IL	666,816	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
395	Core	Owned	Elko, Inc.	ELKO		EL-KINROSS	COACH LEASING INC	48545	2015	VAN	CX45	YE2XC21B7F3048545	P877261	IL	637,147	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
396	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	48549	2015	VAN	CX45	YE2XC21B4F3048549	P877263	IL	629,745	6	INACTIVE-LONG TERM OOS	SD-VHCX45	56	YES		9
397	Core	Owned	Elko, Inc.	ELKO	ABC-COSTA MESA	ELKO	COACH LEASING INC	48560	2015	VAN	CX45	YE2XC21B3F3048560	P877264	IL	614,116	35	REFURBISHMENT	SD-VHCX45	56	YES		9
398	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48561	2015	VAN	CX45	YE2XC21B5F3048561	P877265	IL	652,940	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
399	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48562	2015	VAN	CX45	YE2XC21B7F3048562	P877806	IL	681,019	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
400	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48563	2015	VAN	CX45	YE2XC21B9F3048563	P877266	IL	677,598	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
401	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48564	2015	VAN	CX45	YE2XC21B0F3048564	P877267	IL	640,334	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
402	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48565	2015	VAN	CX45	YE2XC21B2F3048565	P877807	IL	674,830	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
403	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48571	2015	VAN	CX45	YE2XC21B8F3048571	P879820	IL	621,074	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
404	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48573	2015	VAN	CX45	YE2XC21B1F3048573	P879822	IL	755,544	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
405	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48575	2015	VAN	CX45	YE2XC21B5F3048575	P879823	IL	680,526	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
406	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48578	2015	VAN	CX45	YE2XC21B0F3048578	P879825	IL	718,736	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
407	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48579	2015	VAN	CX45	YE2XC21B2F3048579	P879826	IL	666,337	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
408	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	48591	2015	VAN	CX45	YE2XC21B3F3048591	P882525	IL	582,376	6	INACTIVE-LONG TERM OOS	SD-VHCX45	56	YES		9
409	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	48595	2015	VAN	CX45	YE2XC21B0F3048595	P882526	IL	707,583	6	INACTIVE-LONG TERM OOS	SD-VHCX45	56	YES		9
410	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48596	2015	VAN	CX45	YE2XC21B2F3048596	P882527	IL	632,165	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
411	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48625	2015	VAN	CX45	YE2XC21B5F3048625	P1106045	IL	770,811	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
412	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48626	2015	VAN	CX45	YE2XC21B7F3048626	P883481	IL	738,546	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
413	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48628	2015	VAN	CX45	YE2XC21B0F3048628	P883483	IL	673,982	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
414	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-KINROSS	COACH LEASING INC	48629	2015	VAN	CX45	YE2XC21B2F3048629	P883484	IL	542,994	6	INACTIVE-LONG TERM OOS	SD-VHCX45	56	YES		9
415	Core	Owned	Elko, Inc.	ELKO		ELKO	COACH LEASING INC	48630	2015	VAN	CX45	YE2XC21B9F3048630	P883485	IL	575,488	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
416	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48631	2015	VAN	CX45	YE2XC21B0F3048631	P883486	IL	726,873	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
417	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48633	2015	VAN	CX45	YE2XC21B4F3048633	P883487	IL	688,200	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
418	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48636	2015	VAN	CX45	YE2XC21B8F3048636	P884743	IL	702,476	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
419	Core	Owned	Elko, Inc.	ELKO		EL-KINROSS	COACH LEASING INC	48637	2015	VAN	CX45	YE2XC21B1F3048637	P886438	IL	758,958	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
420	Core	Owned	Elko, Inc.	ELKO	ELKO	ELKO		48639	2015	VAN	CX45	YE2XC21B5F3048639	P884744	IL	440,676	4	INACTIVE-APPROVED FOR DISPOSAL	SD-VHCX45	56	YES		9
421	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48640	2015	VAN	CX45	YE2XC21B1F3048640	P884745	IL	672,455	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
422	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48641	2015	VAN	CX45	YE2XC21B3F3048641	P886440	IL	680,017	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
423	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48642	2015	VAN	CX45	YE2XC21B5F3048642	P886441	IL	729,787	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
424	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48648	2015	VAN	CX45	YE2XC22B8F3048648	P882533	IL	551,580	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
425	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48649	2015	VAN	CX45	YE2XC22B8F3048649	P882534	IL	544,095	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
426	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-NGM	COACH LEASING INC	48655	2015	VAN	CX45	YE2XC21B3F3048655	P886442	IL	439,209	6	INACTIVE-LONG TERM OOS	SD-VHCX45	56	YES		9
427	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48656	2015	VAN	CX45	YE2XC21B5F3048656	P886443	IL	673,487	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
428	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	48657	2015	VAN	CX45	YE2XC21B7F3048657	P886444	IL	657,270	6	INACTIVE-LONG TERM OOS	SD-VHCX45	56	YES		9
429	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-NGM	COACH LEASING INC	48658	2015	VAN	CX45	YE2XC21B9F3048658	P886445	IL	610,359	33	PREP STATUS-PARKED TO ACTIVE	SD-VHCX45	56	YES		9
430	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48759	2016	VAN	CX45	YE2XC81B9G3048759	P1106047	IL	605,290	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
431	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48760	2016	VAN	CX45	YE2XC81B5G3048760	P896569	IL	512,543	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	NO		8
432	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48761	2016	VAN	CX45	YE2XC81B7G3048761	P896570	IL	512,912	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
433	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	48879	2016	VAN	CX45	YE2XC81B8G3048879	P898305	IL	529,316	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		8
434	Core	Owned	Elko, Inc.	ELKO	ELKO	ELKO	COACH LEASING INC	55840	2003	MCI	D4500	1M8PDMPA13P055840	P492551	IL	720,538	6	INACTIVE-LONG TERM OOS	SD-MCID4500	55	YES		21
435	Core	Owned	Elko, Inc.	ELKO	ELKO	ELKO	COACH LEASING INC	56556	2005	MCI	D4500	1M8PDMPA55P056556	P1000547	IL	1,012,582	6	INACTIVE-LONG TERM OOS	SD-MCID4500	55	YES		19
436	Core	Owned	Elko, Inc.	ELKO	ELKO	ELKO	COACH LEASING INC	57444	2006	MCI	D4505	1M86DMDA67P057444	P998281	IL	398,598	6	INACTIVE-LONG TERM OOS	SD-MCID4505	55	YES		18

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
437	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	59141	2010	MCI	D4505	1M86DME1AP059141	P797278	IL	1,108,543	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
438	Core	Owned	Elko, Inc.	ELKO		EL-KINROSS	CAM LEASING LLC	59147	2010	MCI	D4505	1M86DME2AP059147	P797281	IL	1,139,237	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
439	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	CAM LEASING LLC	59152	2010	MCI	D4505	1M86DME6AP059152	P797284	IL	860,894	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	N		14
440	Core	Owned	Elko, Inc.	ELKO		EL-KINROSS	CAM LEASING LLC	59156	2010	MCI	D4505	1M86DME3AP059156	P797286	IL	885,187	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
441	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	59162	2010	MCI	D4505	1M86DME9AP059162	P797289	IL	968,550	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
442	Core	Owned	Elko, Inc.	ELKO		EL-NGM	CAM LEASING LLC	59171	2010	MCI	D4505	1M86DMEAXAP059171	P1106049	IL	998,743	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
443	Core	Owned	Elko, Inc.	ELKO		EL-KINROSS	CAM LEASING LLC	59173	2010	MCI	D4505	1M86DME3AP059173	P797295	IL	948,583	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
444	Core	Owned	Elko, Inc.	ELKO		EL-KINROSS	CAM LEASING LLC	59176	2010	MCI	D4505	1M86DME9AP059176	P1106050	IL	942,251	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
445	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-KINROSS	CAM LEASING LLC	59187	2010	MCI	D4505	1M86DME3AP059187	P797303	IL	761,123	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	N		14
446	Core	Owned	Elko, Inc.	ELKO		EL-KINROSS	CAM LEASING LLC	59189	2010	MCI	D4505	1M86DME7AP059189	P797304	IL	1,170,010	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
447	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-NGM	CAM LEASING LLC	59198	2010	MCI	D4505	1M86DME8AP059198	P797309	IL	891,491	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	N		14
448	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	64545	2008	MCI	J4500	2M93JME48W064545	P819445	IL	1,163,916	6	INACTIVE-LONG TERM OOS	SD-MCI4500	56	YES		16
449	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-NGM	COACH LEASING INC	66626	2014	MCI	J4500	2MG3JMA2EW066626	P800789	IL	686,124	6	INACTIVE-LONG TERM OOS	SD-MCI4500	56	YES		10
450	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	66632	2014	MCI	J4500	2MG3JMA3EW066632	P820326	IL	969,796	6	INACTIVE-LONG TERM OOS	SD-MCI4500	56	YES		10
451	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	66635	2014	MCI	J4500	2MG3JMA3EW066635	P1042308	IL	952,787	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		10
452	Core	Owned	Elko, Inc.	ELKO		EL-NGM	COACH LEASING INC	66636	2014	MCI	J4500	2MG3JMA3EW066636	P1042309	IL	967,148	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		10
453	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-NGM	COACH LEASING INC	66764	2014	MCI	J4500	2MG3JMA3EW066764	P1042311	IL	963,109	33	PREP STATUS-PARKED TO ACTIVE	SD-MCI4500	56	YES		10
454	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	66765	2014	MCI	J4500	2MG3JMA3EW066765	P1042312	IL	802,948	6	INACTIVE-LONG TERM OOS	SD-MCI4500	56	YES		10
455	Core	Owned	Elko, Inc.	ELKO	ELKO	EL-NGM	COACH LEASING INC	66766	2014	MCI	J4500	2MG3JMA7EW066766	P1042313	IL	812,758	6	INACTIVE-LONG TERM OOS	SD-MCI4500	56	YES		10
456	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-NGM	COACH LEASING INC	66767	2014	MCI	J4500	2MG3JMA9EW066767	P1042314	IL	779,726	6	INACTIVE-LONG TERM OOS	SD-MCI4500	56	YES		10
457	Core	Owned	Elko, Inc.	ELKO	ELKO-WINNEMUCCA	EL-NGM	COACH LEASING INC	66769	2014	MCI	J4500	2MG3JMA2EW066769	P1106053	IL	668,872	6	INACTIVE-LONG TERM OOS	SD-MCI4500	56	YES		10
458	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-NGM	COACH LSG INC	12692	2012	MCI	D4505	1M86DMBA2CP012692	P822071	IL	839,451	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	NO		12
459	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	12693	2012	MCI	D4505	1M86DMBA4CP012693	P822072	IL	971,134	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		12
460	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-WINN	COACH LEASING INC	12694	2012	MCI	D4505	1M86DMBA6CP012694	P822073	IL	941,504	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		12
461	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LSG INC	12695	2012	MCI	D4505	1M86DMBA8CP012695	P822074	IL	791,677	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		12
462	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	12696	2012	MCI	D4505	1M86DMBA8CP012696	P822075	IL	827,501	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		12
463	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LSG INC	12697	2012	MCI	D4505	1M86DMBA1CP012697	P822076	IL	837,566	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		12
464	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-WINN	COACH LEASING INC	12840	2013	MCI	D4505	1M86DMBA0DP012840	P822082	IL	796,376	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		11
465	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-WINN	COACH LEASING INC	12843	2013	MCI	D4505	1M86DMBA6DP012843	P822083	IL	808,946	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		11
466	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-WINN	COACH LEASING INC	12846	2013	MCI	D4505	1M86DMBA1DP012846	P822084	IL	983,607	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		11
467	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-WINN	CAM LEASING LLC	13033	2013	MCI	D4505	1M86DME9DP013033	P828840	IL	805,301	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	NO		11
468	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-WINN	CAM LEASING LLC	13034	2013	MCI	D4505	1M86DMBA0DP013034	P828841	IL	945,888	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		11
469	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-WINN	CAM LEASING LLC	13035	2013	MCI	D4505	1M86DMBA2DP013035	P823737	IL	877,120	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	NO		11
470	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LSG LLC	13036	2013	MCI	D4505	1M86DMBA4DP013036	P823738	IL	924,275	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		11
471	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-WINN	CAM LEASING LLC	13037	2013	MCI	D4505	1M86DMBA6DP013037	P823739	IL	1,002,962	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	NO		11
472	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-NGM	NONE	20613	2006	MCI	D4505	1M86DMPA46P057159	P576660	IL	878,911	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	YES		18
473	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-NGM	CAM LEASING LLC	46189	2010	VAN	C2045L	YE2CC25B2A2046189	P797246	IL	608,365	6	INACTIVE-LONG TERM OOS	SD-VHC2045	56	N		14
474	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-NGM	CAM LEASING LLC	46193	2010	VAN	C2045L	YE2CC25B4A2046193	P797247	IL	741,811	6	INACTIVE-LONG TERM OOS	SD-VHC2045	56	N		14
475	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-MARGOLD	COACH LEASING INC	46228	2010	VAN	C2045L	YE2CC25B8A2046228	P711489	IL	967,488	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	NO		14
476	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	46234	2010	VAN	C2045L	YE2CC25B3A2046234	P676408	IL	888,537	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	NO		14
477	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	46740	2007	VAN	C2045L	YE2CC26B872046740	P685701	IL	724,444	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	55	NO		17
478	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-NGM	CAM LEASING LLC	46923	2010	VAN	C2045L	YE2CC29B1A2046923	P797249	IL	678,597	6	INACTIVE-LONG TERM OOS	SD-VHC2045	56	NO		14
479	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	47761	2011	VAN	C2045	YE2CC2ABX2047761	P1106040	IL	599,934	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	N		13
480	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	47762	2011	VAN	C2045	YE2CC2AB1B2047762	P797255	IL	722,225	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	N		13
481	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-WINN	COACH LEASING INC	48548	2015	VAN	CX45	YE2XC21B2F3048548	P937196	IL	796,699	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
482	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	48570	2015	VAN	CX45	YE2XC21B6F3048570	P879819	IL	715,464	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
483	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-NGM	COACH LEASING INC	48572	2015	VAN	CX45	YE2XC21B9F3048572	P879821	IL	622,217	6	INACTIVE-LONG TERM OOS	SD-VHCX45	56	YES		9
484	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-MARGOLD	COACH LEASING INC	48577	2015	VAN	CX45	YE2XC21B9F3048577	P1106044	IL	657,877	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
485	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	48599	2015	VAN	CX45	YE2XC21B8F3048599	P937197	IL	693,932	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
486	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	48627	2015	VAN	CX45	YE2XC21B9F3048627	P1106046	IL	715,273	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
487	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	48632	2015	VAN	CX45	YE2XC21B2F3048632	P882531	IL	733,846	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
488	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	48635	2015	VAN	CX45	YE2XC21B8F3048635	P882532	IL	833,159	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
489	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	48638	2015	VAN	CX45	YE2XC21B3F3048638	P886439	IL	787,328	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
490	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-WINN	COACH LEASING INC	48659	2015	VAN	CX45	YE2XC21B0F3048659	P886446	IL	678,117	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
491	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	COACH LEASING INC	58332	2008	MCI	D4505	1M86DMEA08P058332	P1106048	IL	973,538	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	NO		16
492	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM		58803	2009	MCI	D4505	1M86DMEA09P058803	P937198	IL	1,065,714	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	NO		15
493	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-MARGOLD	CAM LEASING LLC	58804	2009	MCI	D4505	1M86DMEA29P058804	P937199	IL	1,042,401	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	NO		15
494	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	58806	2009	MCI	D4505	1M86DMEA69P058806	P937200	IL	987,650	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		15
495	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-WINN	CAM LEASING LLC	58807	2009	MCI	D4505	1M86DMEA89P058807	P937201	IL	841,328	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	N		15
496	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-MARGOLD	CAM LEASING LLC	59145	2010	MCI	D4505	1M86DMEA9AP059145	P797280	IL	933,408	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
497	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-MARGOLD	CAM LEASING LLC	59149	2010	MCI	D4505	1M86DMEA6AP059149	P935518	IL	1,001,968	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	N		14
498	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-MARGOLD	CAM LEASING LLC	59151	2010	MCI	D4505	1M86DMEA4AP059151	P797283	IL	1,055,648	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
499	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	59160	2010	MCI	D4505	1M86DMEA5AP059160	P935520	IL	1,045,469	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
500	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	59163	2010	MCI	D4505	1M86DMEA0AP059163	P935521	IL	1,193,130	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
501	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	59165	2010	MCI	D4505	1M86DMEA4AP059165	P935522	IL	1,289,867	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
502	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	59167	2010	MCI	D4505	1M86DMEA8AP059167	P935523	IL	1,086,213	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
503	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-MARGOLD	CAM LEASING LLC	59169	2010	MCI	D4505	1M86DMEA1AP059169	P935524	IL	1,164,968	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
504	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-NGM	CAM LEASING LLC	59178	2010	MCI	D4505	1M86DMEA2AP059178	P935525	IL	1,030,976	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	N		14
505	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA	ELKO-WINNEMUCCA	EL-MARGOLD	CAM LEASING LLC	59180	2010	MCI	D4505	1M86DMEA0AP059180	P797299	IL	999,549	6	INACTIVE-LONG TERM OOS	SD-MCID4505	56	N		14
506	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-WINN	CAM LEASING LLC	59182	2010	MCI	D4505	1M86DMEA4AP059182	P797300	IL	972,358	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
507	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	59184	2010	MCI	D4505	1M86DMEA8AP059184	P935526	IL	1,181,699	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
508	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-MARGOLD	CAM LEASING LLC	59191	2010	MCI	D4505	1M86DMEA5AP059191	P935528	IL	1,173,587	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
509	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	59193	2010	MCI	D4505	1M86DMEA9AP059193	P797306	IL	1,009,454	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
510	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	59195	2010	MCI	D4505	1M86DMEA2AP059195	P797307	IL	974,339	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
511	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-MARGOLD	CAM LEASING LLC	59196	2010	MCI	D4505	1M86DMEA4AP059196	P797308	IL	985,648	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
512	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	59200	2010	MCI	D4505	1M86DMEA2AP059200	P1106051	IL	1,103,733	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	56	N		14
513	Core	Owned	Elko, Inc.	ELKO-WINNEMUCCA		EL-NGM	CAM LEASING LLC	64631	2008	MCI	J4500	2M93JMFAX8W064631	P797230	IL	531,458	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	Y		16
514	Core	Leased		RETAINED LEASE BUS	San Antonio, TX	KERR-LST		81454	2019	VAN	CX45	YE2XC82B8K3081454	P1039247	IL	309,854	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
515	Core	Leased		RETAINED LEASE BUS	Sewickly, PA	LENZNER		81528	2019	VAN	CX45	YE2XC81B0K3081528	P1040152	IL	130,801	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
516	Core	Leased		RETAINED LEASE BUS	Sewickly, PA	LENZNER		81532	2019	VAN	CX45	YE2XC81B2K3081532	P1040153	IL	119,437	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
517	Core	Leased		RETAINED LEASE BUS	Sewickly, PA	LENZNER		81534	2019	VAN	CX45	YE2XC81B6K3081534	P1040154	IL	114,901	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
518	Core	Leased		RETAINED LEASE BUS	Sewickly, PA	LENZNER		81535	2019	VAN	CX45	YE2XC81B8K3081535	P1040155	IL	117,653	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
519	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLY-NAE		17002	2017	MCI	D4500 SS	1M8PDMBA4HP014228	AT487H	NJ	279,064	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
520	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLY-NAE		17007	2017	MCI	D4500	1M8PDMBA8HP014233	AT633M	NJ	287,644	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
521	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLY-NAE		17016	2017	MCI	D4500	1M8PDMBA9HP014242	AT100N	NJ	243,001	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
522	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLY-NAE		17018	2017	MCI	D4500	1M8PDMBA2HP014244	AT102N	NJ	246,795	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
523	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA		17041	2017	MCI	D4500	1M8PDMBA7HP014269	AT985N	NJ	249,163	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
524	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA		17042	2017	MCI	D4500	1M8PDMBA3HP014270	AT316N	NJ	354,929	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
525	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA		17043	2017	MCI	D4500	1M8PDMBA5HP014271	AT317N	NJ	347,067	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
526	Core	Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA	COACH LEASING INC	48535	2015	VAN	CX45	YE2XC21B4F3048535	P884742	IL	710,998	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
527	Core	Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA	COACH LEASING INC	48594	2015	VAN	CX45	YE2XC21B9F3048594	P883480	IL	738,169	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
528	Core	Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA	COACH LEASING INC	48676	2015	VAN	CX45	YE2XC22B2F3048676	P883489	IL	756,926	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
529	Core	Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA	COACH LEASING INC	48694	2015	VAN	CX45	YE2XC21B2F3048694	P888992	IL	699,698	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
530	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA		5631	2010	NABI	416.03	1N941603XAA140273	OYB2008	NJ	471,583	22	PARKED-AGENCY OWNED	TRANSIT-NABI	42	YES	NJT	14
531	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA		5632	2010	NABI	416.03	1N9416031AA140274	OYB2005	NJ	506,298	22	PARKED-AGENCY OWNED	TRANSIT-NABI	42	YES	NJT	14
532	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA		5633	2010	NABI	416.03	1N9416033AA140275	OYB2004	NJ	500,401	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	14
533	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA		5634	2010	NABI	416.03	1N9416035AA140276	OYB2003	NJ	553,238	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	14
534	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA		6499	2013	NABI	416.15.06A-01	1N941606XDA140174	OYA8795	NJ	324,164	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	43	YES	NJT	11
535	Core	Agency Owned	Olympia Trails Bus Company, Inc.	OLYMPIA TRAILS		OLYMPIA		6548	2013	NABI	416.15.06A-01	1N9416061DA140368	OYA9520	NJ	500,817	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	43	YES	NJT	11
536	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19001	2019	MCI	D4500	1M8PDMBA4KP015208	AU989S	NJ	145,372	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
537	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19002	2019	MCI	D4500	1M8PDMBA6KP015209	AU990S	NJ	118,097	22	PARKED-AGENCY OWNED	SD-MCID4500	56	YES	NJT	5
538	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19003	2019	MCI	D4500	1M8PDMBA2KP015210	AU991S	NJ	139,905	22	PARKED-AGENCY OWNED	SD-MCID4500	56	YES	NJT	5
539	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19004	2019	MCI	D4500	1M8PDMBA4KP015211	AU992S	NJ	208,252	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
540	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19005	2019	MCI	D4500	1M8PDMBA6KP015212	AU993S	NJ	139,821	22	PARKED-AGENCY OWNED	SD-MCID4500	56	YES	NJT	5
541	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19006	2019	MCI	D4500	1M8PDMBA8KP015213	AU994S	NJ	180,629	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
542	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19007	2019	MCI	D4500	1M8PDMBA8KP015214	AU995S	NJ	193,164	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
543	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19008	2019	MCI	D4500	1M8PDMBA1KP015215	AU996S	NJ	148,192	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
544	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19009	2019	MCI	D4500	1M8PDMBA4KP015216	AU997S	NJ	143,447	22	PARKED-AGENCY OWNED	SD-MCID4500	56	YES	NJT	5
545	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19010	2019	MCI	D4500	1M8PDMBA5KP015217	AU998S	NJ	116,741	22	PARKED-AGENCY OWNED	SD-MCID4500	56	YES	NJT	5
546	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19011	2019	MCI	D4500	1M8PDMBA7KP015218	AU999S	NJ	237,925	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
547	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19012	2019	MCI	D4500	1M8PDMBA9KP015219	AU100T	NJ	229,422	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
548	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19013	2019	MCI	D4500	1M8PDMBA5KP015220	AU101T	NJ	213,996	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
549	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19014	2019	MCI	D4500	1M8PDMBA7KP015221	AU366T	NJ	203,677	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
550	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19015	2019	MCI	D4500	1M8PDMBA9KP015222	AU367T	NJ	191,684	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
551	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19016	2019	MCI	D4500	1M8PDMBA0KP015223	AU368T	NJ	209,418	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
552	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19017	2019	MCI	D4500	1M8PDMBA2KP015224	AU369T	NJ	115,231	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
553	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19018	2019	MCI	D4500	1M8PDMBA4KP015225	AU370T	NJ	170,801	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
554	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19019	2019	MCI	D4500	1M8PDMBA6KP015226	AU371T	NJ	218,597	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
555	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19020	2019	MCI	D4500	1M8PDMBA8KP015227	AU372T	NJ	209,700	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
556	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19021	2019	MCI	D4500	1M8PDMBA8KP015228	AU373T	NJ	131,778	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
557	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19022	2019	MCI	D4500	1M8PDMBA1KP015229	AU785T	NJ	113,857	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
558	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19023	2019	MCI	D4500	1M8PDMBA8KP015230	AU786T	NJ	145,995	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
559	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19024	2019	MCI	D4500	1M8PDMBA8KP015231	AU374T	NJ	127,953	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
560	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19025	2019	MCI	D4500	1M8PDMBA1KP015232	AU787T	NJ	219,014	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
561	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19026	2019	MCI	D4500	1M8PDMBA3KP015233	AU788T	NJ	227,298	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
562	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19027	2019	MCI	D4500	1M8PDMBA5KP015234	AU789T	NJ	209,714	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
563	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19028	2019	MCI	D4500	1M8PDMBA7KP015235	AU790T	NJ	215,638	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
564	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19029	2019	MCI	D4500	1M8PDMBA9KP015236	AU791T	NJ	123,973	22	PARKED-AGENCY OWNED	SD-MCID4500	56	YES	NJT	5
565	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		19030	2019	MCI	D4500	1M8PDMBA0KP015237	AU792T	NJ	220,633	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	56	YES	NJT	5
566	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20149	2020	MCI	D4500	1M8PDMNA3LP015925	AW269Y	NJ	107,817	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
567	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20150	2020	MCI	D4500	1M8PDMNA5LP015926	AW270Y	NJ	105,385	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
568	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20151	2020	MCI	D4500	1M8PDMNA7LP015927	AW271Y	NJ	112,080	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
569	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20152	2020	MCI	D4500	1M8PDMNA9LP015928	AW272Y	NJ	108,202	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
570	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20153	2020	MCI	D4500	1M8PDMNA0L.P015929	AW273Y	NJ	111,501	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
571	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20154	2020	MCI	D4500	1M8PDMNA7L.P015930	AW274Y	NJ	112,103	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
572	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20155	2020	MCI	D4500	1M8PDMNA9L.P015931	AW275Y	NJ	100,118	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
573	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20156	2020	MCI	D4500	1M8PDMNA0L.P015932	AW276Y	NJ	92,211	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
574	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20157	2020	MCI	D4500	1M8PDMNA2L.P015933	AW277Y	NJ	110,444	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
575	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20158	2020	MCI	D4500	1M8PDMNA4L.P015934	AW278Y	NJ	109,669	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
576	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20159	2020	MCI	D4500	1M8PDMNA6L.P015935	AW279Y	NJ	57,016	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
577	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20160	2020	MCI	D4500	1M8PDMNAXL.P015937	AW280Y	NJ	90,271	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
578	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20161	2020	MCI	D4500	1M8PDMNA1L.P015938	AW281Y	NJ	96,570	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
579	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20162	2020	MCI	D4500	1M8PDMNA3L.P015939	AW282Y	NJ	105,637	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
580	Core	Agency Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC		20163	2020	MCI	D4500	1M8PDMNAXL.P015940	AW283Y	NJ	111,515	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
581	Core	Owned	Rockland Coaches, Inc.	ROCKLAND COACH	COMMUNITY TRANSIT	RC	COACH LEASING INC	20620	2006	MCI	D4505	1M86DMPA16P057166	P361732	IL	886,270	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
582	Core	Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC	COACH LEASING INC	48231	2014	VAN	CX45	YE2XC21B8E3048231	P832272	IL	794,344	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		10
583	Core	Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC	COACH LEASING INC	58305	2008	MCI	D4505	1M86DMEA88P058305	P920115	IL	791,838	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	NO		16
584	Core	Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC	COACH LEASING INC	58306	2008	MCI	D4505	1M86DMEA88P058306	P646108	IL	791,374	33	PREP STATUS-PARKED TO ACTIVE	SD-MCID4505	55	NO		16
585	Core	Owned	Rockland Coaches, Inc.	ROCKLAND COACH	COMMUNITY TRANSIT	RC	COACH LEASING INC	58524	2008	MCI	D4505	1M86DMEA98P058524	P920116	IL	750,015	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	NO		16
586	Core	Owned	Rockland Coaches, Inc.	ROCKLAND COACH	COMMUNITY TRANSIT	RC	COACH LEASING INC	58526	2008	MCI	D4505	1M86DMEA28P058526	P646117	IL	652,929	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	NO		16
587	Core	Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC	COACH LEASING INC	64509	2008	MCI	J4500	2M93JMEA08W064509	P1000554	IL	820,037	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES		16
588	Core	Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC	COACH LEASING INC	65391	2009	MCI	J4500	2MG3MHA09W065391	P986264	IL	559,396	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	NO		15
589	Core	Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC	COACH LEASING INC	65392	2009	MCI	J4500	2MG3MHA29W065392	P685707	IL	621,562	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	NO		15
590	Core	Owned	Rockland Coaches, Inc.	ROCKLAND COACH		RC	COACH USA INC	65829	2011	MCI	J4500	2MG3JMEA1BW065829	P873626	IL	910,601	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES		13
591	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	COACH LEASING INC	20601	2006	MCI	D4505	1M86DMPA8URP057147	P676402	IL	947,466	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
592	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	COACH LEASING INC	20602	2006	MCI	D4505	1M86DMPAX6P057148	P1036282	IL	896,201	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
593	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	COACH LEASING INC	57713	2007	MCI	D4500	1M8PDMPA77P057713	76978PC	NY	632,704	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		17
594	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	NONE	58279	2008	MCI	D4505	1M86DMHA68P058279	P1057517	IL	1,007,561	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		16
595	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	COACH LEASING INC	58502	2008	MCI	D4505	1M86DMHA58P058502	P1045871	IL	754,481	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		16
596	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	COACH LEASING INC	58503	2008	MCI	D4505	1M86DMHA78P058503	P1057519	IL	1,102,510	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		16
597	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	COACH LEASING INC	58533	2008	MCI	D4505	1M86DMHA58P058533	P719552	IL	969,272	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		16
598	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	COACH LEASING INC	58536	2008	MCI	D4505	1M86DMHA08P058536	P1036286	IL	906,904	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		16
599	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	COACH LEASING INC	58537	2008	MCI	D4505	1M86DMHA28P058537	P646120	IL	911,050	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		16
600	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	COACH LEASING INC	58539	2008	MCI	D4505	1M86DMHA68P058539	P1036287	IL	929,394	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		16
601	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	HUDSON TRANSIT LINES INC	64650	2015	INT	EL DORADO	5WEXW5K5FH664650	OYB2526	NJ	202,414	6	INACTIVE-LONG TERM OOS	CUTAWAY	24	YES		9
602	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	HUDSON TRANSIT LINES INC	64653	2015	INT	EL DORADO	5WEXW5K5FOH664653	OYB3373	NJ	177,900	6	INACTIVE-LONG TERM OOS	CUTAWAY	29	YES		9
603	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH		SL-MAHWAH		70271	2007	MCI	D4500	1M8PDMDA97P057619	M26254	NY	468,105	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	17
604	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH		SL-MAHWAH		70272	2007	MCI	D4500	1M8PDMDA57P057620	M26257	NY	438,678	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	17
605	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH		SL-MAHWAH		70273	2007	MCI	D4500	1M8PDMDA77P057621	M26258	NY	459,690	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	17
606	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH		SL-MAHWAH		70274	2007	MCI	D4500	1M8PDMDA97P057622	M26255	NY	438,732	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	17
607	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH		SL-MAHWAH		70276	2008	MCI	D4500	1M8PDMFA68P058354	M34076	NY	374,523	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	16
608	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH		SL-MAHWAH		70281	2011	MCI	D4500	1M8PDMGA9BP059620	M69473	NY	224,239	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	13
609	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH		SL-MAHWAH		70282	2011	MCI	D4500	1M8PDMGA0BP059621	M69474	NY	283,867	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	13
610	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH		SL-MAHWAH		70283	2011	MCI	D4500	1M8PDMGA2BP059622	M69471	NY	351,260	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	13
611	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH		SL-MAHWAH		70284	2011	MCI	D4500	1M8PDMGA4BP059623	M69472	NY	357,121	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	13

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
612	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH		SL-MAHWAH		70285	2011	MCI	D4500	1M8PDMGA6BP059624	M71579	NY	339,140	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	13
613	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE - MAHWAH	SHORT LINE - MAHWAH	SL-MAHWAH	COACH LEASING INC	70332	2005	MCI	D4500	1M8PDMPA35P06572	P1003115	IL	951,519	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		19
614	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	12677	2012	MCI	D4505	1M86DDBA6CP012677	79564PC	NY	676,299	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		12
615	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	12832	2013	MCI	D4505	1M86DDBA1DP012832	26821PC	NY	640,541	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		11
616	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	12834	2013	MCI	D4505	1M86DDBA5DP012834	26822PC	NY	711,210	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		11
617	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	12836	2013	MCI	D4505	1M86DDBA9DP012836	80846PC	NY	643,580	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		11
618	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	CAM LEASING, LLC	12838	2013	MCI	D4505	1M86DDBA2DP012838	P790441	IL	671,452	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		11
619	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	12839	2013	MCI	D4505	1M86DDBA4DP012839	24879PF	NY	717,970	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		11
620	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	12841	2013	MCI	D4505	1M86DDBA2DP012841	26900PC	NY	710,105	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		11
621	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	CAM LEASING, LLC	12847	2013	MCI	D4505	1M86DDBA3DP012847	P1043452	IL	736,648	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		11
622	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13152	2014	MCI	D4505	1M86DDBA4EP013152	P824704	IL	699,592	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
623	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13153	2014	MCI	D4505	1M86DDBA6EP013153	79565PC	NY	757,523	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
624	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13154	2014	MCI	D4505	1M86DDBA8EP013154	83138PC	NY	710,518	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
625	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13155	2014	MCI	D4505	1M86DDBAXEP013155	33514PC	NY	705,903	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
626	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13156	2014	MCI	D4505	1M86DDBA1EP013156	27867PF	NY	734,559	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
627	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13157	2014	MCI	D4505	1M86DDBA3EP013157	76980PC	NY	705,062	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
628	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13158	2014	MCI	D4505	1M86DDBA5EP013158	80848PC	NY	717,381	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
629	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13159	2014	MCI	D4505	1M86DDBA7EP013159	76979PC	NY	711,793	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
630	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13160	2014	MCI	D4505	1M86DDBA3EP013160	33573PC	NY	714,821	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
631	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13163	2014	MCI	D4505	1M86DDBA9EP013163	10783PF	NY	720,737	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
632	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13164	2014	MCI	D4505	1M86DDBA0EP013164	79693PC	NY	734,673	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
633	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13165	2014	MCI	D4505	1M86DDBA2EP013165	81418PC	NY	712,568	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
634	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13166	2014	MCI	D4505	1M86DDBA4EP013166	P824619	IL	723,968	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
635	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13170	2014	MCI	D4505	1M86DDBA6EP013170	82495PC	NY	745,539	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
636	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13171	2014	MCI	D4505	1M86DDBA8EP013171	33903PC	NY	699,691	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
637	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13172	2014	MCI	D4505	1M86DDBAXEP013172	79691PC	NY	739,113	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
638	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13173	2014	MCI	D4505	1M86DDBA1EP013173	33905PC	NY	717,715	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
639	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13174	2014	MCI	D4505	1M86DDBA3EP013174	33906PC	NY	729,325	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
640	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13175	2014	MCI	D4505	1M86DDBA5EP013175	29895PF	NY	701,833	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
641	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13176	2014	MCI	D4505	1M86DDBA7EP013176	82496PC	NY	701,489	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
642	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13177	2014	MCI	D4505	1M86DDBA9EP013177	36766PC	NY	712,797	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
643	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13178	2014	MCI	D4505	1M86DDBA0EP013178	36767PC	NY	679,084	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
644	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13179	2014	MCI	D4505	1M86DDBA2EP013179	36768PC	NY	758,038	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
645	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13290	2014	MCI	D4505	1M86DDBA5EP013290	81285PC	NY	761,840	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
646	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	13291	2014	MCI	D4505	1M86DDBA7EP013291	76981PC	NY	570,086	4	INACTIVE-APPROVED FOR DISPOSAL	SD-MCID4505	55	YES		10
647	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13292	2014	MCI	D4505	1M86DDBA9EP013292	79692PC	NY	762,766	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
648	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13294	2014	MCI	D4505	1M86DDBA2EP013294	81286PC	NY	762,692	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
649	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13295	2014	MCI	D4505	1M86DDBA4EP013295	81740PC	NY	746,372	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
650	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13296	2014	MCI	D4505	1M86DDBA6EP013296	68655PC	NY	733,688	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
651	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13297	2014	MCI	D4505	1M86DDBA8EP013297	76982PC	NY	741,015	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
652	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13298	2014	MCI	D4505	1M86DMBAAXEP013298	83139PC	NY	737,710	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
653	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13299	2014	MCI	D4505	1M86DMBA1EP013299	39960PF	NY	696,714	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
654	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13300	2014	MCI	D4505	1M86DMBA4EP013300	76983PC	NY	757,909	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
655	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13815	2015	MCI	D4505	1M86DMBA2FP013815	P880837	IL	722,501	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
656	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13816	2015	MCI	D4505	1M86DMBA4FP013816	44765PC	NY	679,073	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
657	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13817	2015	MCI	D4505	1M86DMBA6FP013817	44767PC	NY	704,371	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
658	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13819	2015	MCI	D4505	1M86DMBAAXFP013819	44768PC	NY	689,654	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
659	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13821	2015	MCI	D4505	1M86DMBA8FP013821	44766PC	NY	650,734	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
660	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13822	2015	MCI	D4505	1M86DMBAAXFP013822	44769PC	NY	667,607	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
661	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13823	2015	MCI	D4505	1M86DMBA1FP013823	44770PC	NY	686,765	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
662	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13824	2015	MCI	D4505	1M86DMBA3FP013824	44771PC	NY	656,150	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
663	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13825	2015	MCI	D4505	1M86DMBA5FP013825	44772PC	NY	680,248	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
664	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13828	2015	MCI	D4505	1M86DMBA0FP013828	44773PC	NY	682,291	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
665	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	13829	2015	MCI	D4505	1M86DMBA2FP013829	44774PC	NY	607,350	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
666	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14167	2016	MCI	D4505	1M86DMBA7GP014167	P918924	IL	553,408	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
667	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14168	2016	MCI	D4505	1M86DMBA9GP014168	P918925	IL	566,755	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
668	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14169	2016	MCI	D4505	1M86DMBA0GP014169	P921425	IL	560,782	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
669	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14170	2016	MCI	D4505	1M86DMBA7GP014170	P918926	IL	573,242	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
670	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14171	2016	MCI	D4505	1M86DMBA9GP014171	P918927	IL	582,146	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
671	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14172	2016	MCI	D4505	1M86DMBA0GP014172	54429PC	NY	571,260	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
672	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14173	2016	MCI	D4505	1M86DMBA2GP014173	54430PC	NY	571,290	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
673	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14174	2016	MCI	D4505	1M86DMBA4GP014174	54428PC	NY	601,160	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
674	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14197	2016	MCI	D4505	1M86DMBA3HP014197	54736PC	NY	555,751	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
675	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14198	2016	MCI	D4505	1M86DMBA5HP014198	54737PC	NY	586,090	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
676	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14199	2016	MCI	D4505	1M86DMBA7HP014199	54738PC	NY	545,823	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
677	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14200	2016	MCI	D4505	1M86DMBAAXHP014200	54739PC	NY	589,584	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
678	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14201	2016	MCI	D4505	1M86DMBA1HP014201	54740PC	NY	591,808	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
679	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14202	2016	MCI	D4505	1M86DMBA3HP014202	20278PF	NY	566,651	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
680	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14203	2016	MCI	D4505	1M86DMBA5HP014203	54742PC	NY	577,444	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		8
681	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14539	2017	MCI	D4505	1M86DMBA5HP014539	61370PC	NY	507,340	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		7
682	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14540	2017	MCI	D4505	1M86DMBA1HP014540	61371PC	NY	487,827	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		7
683	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14541	2017	MCI	D4505	1M86DMBA3HP014541	61372PC	NY	492,302	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		7
684	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14542	2017	MCI	D4505	1M86DMBA5HP014542	61373PC	NY	492,534	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		7
685	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14543	2017	MCI	D4505	1M86DMBA7HP014543	61374PC	NY	494,148	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		7
686	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14544	2017	MCI	D4505	1M86DMBA9HP014544	60263PC	NY	499,993	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		7
687	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14545	2017	MCI	D4505	1M86DMBA0HP014545	60264PC	NY	477,317	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		7
688	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14546	2017	MCI	D4505	1M86DMBA2HP014546	60265PC	NY	496,390	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		7
689	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14547	2017	MCI	D4505	1M86DMBA4HP014547	60266PC	NY	476,899	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		7
690	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	COACH LEASING INC	14548	2017	MCI	D4505	1M86DMBA6HP014548	61369PC	NY	515,058	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		7
691	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16623	2023	MCI	D4500	1M8D2W914PP106111	24397BT	NY	55,760	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
692	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16624	2023	MCI	D4500	1M8D2W916PP106112	24383BT	NY	65,162	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
693	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16625	2023	MCI	D4500	1M8D2W918PP106113	24396BT	NY	42,524	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
694	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16626	2023	MCI	D4500	1M8D2W91XPP106114	24381BT	NY	59,100	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
695	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16627	2023	MCI	D4500	1M8D2W911PP106115	24382BT	NY	62,345	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
696	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16628	2023	MCI	D4500	1M8D2W913PP106116	24395BT	NY	59,154	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
697	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16629	2023	MCI	D4500	1M8D2W915PP106117	24379BT	NY	63,647	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
698	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16630	2023	MCI	D4500	1M8D2W917PP106118	24386BT	NY	58,723	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
699	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16631	2023	MCI	D4500	1M8D2W919PP106119	24394BT	NY	64,604	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
700	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16632	2023	MCI	D4500	1M8D2W915PP106120	24387BT	NY	65,287	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
701	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16633	2023	MCI	D4500	1M8D2W917PP106121	24385BT	NY	57,118	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
702	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16634	2023	MCI	D4500	1M8D2W919PP106122	24373BT	NY	68,681	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
703	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16635	2023	MCI	D4500	1M8D2W910PP106123	24374BT	NY	70,490	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
704	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16636	2023	MCI	D4500	1M8D2W912PP106124	24372BT	NY	47,236	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
705	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16637	2023	MCI	D4500	1M8D2W914PP106125	24377BT	NY	72,145	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
706	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16638	2023	MCI	D4500	1M8D2W916PP106126	24375BT	NY	66,649	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
707	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16639	2023	MCI	D4500	1M8D2W918PP106127	24378BT	NY	66,517	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
708	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16640	2023	MCI	D4500	1M8D2W91XPP106128	24399BT	NY	66,440	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
709	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16641	2023	MCI	D4500	1M8D2W911PP106129	24376BT	NY	67,241	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
710	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16642	2023	MCI	D4500	1M8D2W918PP106130	24368BT	NY	67,037	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
711	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16643	2023	MCI	D4500	1M8D2W91XPP106131	24367BT	NY	65,052	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
712	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16644	2023	MCI	D4500	1M8D2W911PP106132	24400BT	NY	61,772	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
713	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		16645	2023	MCI	D4500	1M8D2W913PP106133	24398BT	NY	61,799	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	55	YES	ORANGE COUNTY	1
714	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17024	2017	MCI	D4500	1M8PDMBA8HP014250	AT969N	NJ	179,852	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
715	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17025	2017	MCI	D4500	1M8PDMBA8HP014251	AT970N	NJ	174,300	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
716	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17026	2017	MCI	D4500	1M8PDMBA1HP014252	AT971N	NJ	132,216	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
717	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17027	2017	MCI	D4500	1M8PDMBA3HP014253	AT972N	NJ	154,824	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
718	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17028	2017	MCI	D4500	1M8PDMBA5HP014254	AT968N	NJ	171,128	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
719	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17029	2017	MCI	D4500	1M8PDMBA7HP014255	AT973N	NJ	176,693	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
720	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17030	2017	MCI	D4500	1M8PDMBA9HP014256	AT974N	NJ	164,747	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
721	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17031	2017	MCI	D4500	1M8PDMBA0HP014257	AT975N	NJ	198,197	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
722	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17032	2017	MCI	D4500	1M8PDMBA2HP014258	AT976N	NJ	164,026	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
723	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17033	2017	MCI	D4500	1M8PDMBA4HP014259	AT977N	NJ	197,583	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
724	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17034	2017	MCI	D4500	1M8PDMBA0HP014260	AT978N	NJ	241,583	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
725	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17035	2017	MCI	D4500	1M8PDMBA2HP014261	AT979N	NJ	219,248	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
726	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17036	2017	MCI	D4500	1M8PDMBA4HP014262	AT980N	NJ	212,907	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
727	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17037	2017	MCI	D4500	1M8PDMBA6HP014263	AT981N	NJ	212,667	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
728	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17038	2017	MCI	D4500	1M8PDMBA8HP014264	AT982N	NJ	204,667	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
729	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17039	2017	MCI	D4500	1M8PDMBA8HP014265	AT983N	NJ	205,423	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
730	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		17040	2017	MCI	D4500	1M8PDMBA5HP014268	AT984N	NJ	228,879	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
731	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	20604	2006	MCI	D4505	1M86DMPA86P057150	P1057512	IL	934,804	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
732	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	20605	2006	MCI	D4505	1M86DMPAX6P057151	P1057513	IL	988,192	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
733	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	NONE	20607	2006	MCI	D4505	1M86DMPA36P057153	P1043453	IL	847,743	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	56	YES		18
734	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	20608	2006	MCI	D4505	1M86DMPA56P057154	P1036283	IL	999,993	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
735	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	20609	2006	MCI	D4505	1M86DMPA76P057155	P1036294	IL	938,543	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
736	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	NONE	20611	2006	MCI	D4505	1M86DMPA06P057157	P1057514	IL	845,501	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	56	YES		18
737	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	NONE	20612	2006	MCI	D4505	1M86DMPA26P057158	P1057515	IL	812,392	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	56	YES		18
738	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	20614	2006	MCI	D4505	1M86DMPA06P057160	P576661	IL	819,917	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	56	YES		18
739	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	20615	2006	MCI	D4505	1M86DMPA26P057161	P1045870	IL	856,379	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	56	YES		18
740	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	20616	2006	MCI	D4505	1M86DMPA46P057162	P576663	IL	788,621	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	56	YES		18
741	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING TITILE OFFICE	20618	2006	MCI	D4505	1M86DMPA86P057164	P1036284	IL	878,747	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
742	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	20619	2006	MCI	D4505	1M86DMPAX6P057165	P1057516	IL	862,401	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
743	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	58282	2008	MCI	D4505	1M86DMEA08P058282	P1057518	IL	803,213	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		16
744	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	58964	2009	MCI	D4505	1M86DMEA29P058964	76976PC	NY	903,925	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		15
745	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	NONE	58968	2009	MCI	D4505	1M86DMEA9P058968	P676396	IL	752,949	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	56	YES		15
746	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	58970	2009	MCI	D4505	1M86DMEA89P058970	P676398	IL	948,779	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		15
747	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	COACH LEASING INC	58971	2009	MCI	D4505	1M86DMEA9P058971	P1041146	IL	936,112	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	56	YES		15
748	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	NONE	58972	2009	MCI	D4505	1M86DMEA19P058972	P676400	IL	929,734	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	56	YES		15
749	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	HUDSON TRANSIT LINES- INC	59849	2011	MCI	D4505	1M86DMHA5BP059849	80847PC	NY	695,587	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		13
750	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	HUDSON TRANSIT LINES- INC	59850	2011	MCI	D4505	1M86DMHA1BP059850	79689PC	NY	700,730	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		13
751	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER	HUDSON TRANSIT LINES- INC	59851	2011	MCI	D4505	1M86DMHA3BP059851	76977PC	NY	768,895	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		13
752	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	LAKEFRONT LINES INC	64651	2015	INT	EL DORADO	5WEXWSKK7FH664651	0YB3893	NJ	165,182	5	INACTIVE-SURPLUS-RESERVE	CUTAWAY	24	YES		9
753	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	LAKEFRONT LINES INC	64652	2015	INT	EL DORADO	5WEXWSKK9FH664652	0YB3891	NJ	188,435	5	INACTIVE-SURPLUS-RESERVE	CUTAWAY	24	YES		9
754	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		70275	2007	MCI	D4500	1M8PMDA07P057623	M26256	NY	478,906	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	55	YES	ROCKLAND COUNTY	17
755	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-ORANGE		70492	2007	GIL	PHANTOM	15GCB211371112587	51485BA	NY	703,920	23	INACTIVE-AGCY OWNED-RET/NO USE	TRANSIT	36	YES	ORANGE COUNTY	17
756	Core	Leased	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		81408	2019	VAN	CX45	YE2XC82B3K3081408	80168PC	NY	244,624	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGNSC H4	5
757	Core	Leased	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		81439	2019	VAN	CX45	YE2XC82B3K3081439	79999PC	NY	249,231	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
758	Core	Leased	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		81440	2019	VAN	CX45	YE2XC82B3K3081440	79997PC	NY	227,852	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
759	Core	Leased	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		81450	2019	VAN	CX45	YE2XC82B2K3081450	79996PC	NY	247,804	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
760	Core	Leased	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		81451	2019	VAN	CX45	YE2XC82B4K3081451	80080PC	NY	211,628	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
761	Core	Leased	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		81517	2019	VAN	CX45	YE2XC81B6K3081517	80079PC	NY	232,833	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
762	Core	Leased	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		81518	2019	VAN	CX45	YE2XC81B8K3081518	80076PC	NY	243,325	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 6	5
763	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		901	2013	GIL	LOW FLR HYBRID	15GGE3018D1092543	41346BB	NY	290,971	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT	28	YES	ORANGE COUNTY	11
764	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		902	2013	GIL	LOW FLR HYBRID	15GGE301XD1092544	41347BB	NY	307,225	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT	28	YES	ORANGE COUNTY	11
765	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		903	2013	GIL	LOW FLR HYBRID	15GGE301D1092545	41348BB	NY	299,085	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT	28	YES	ORANGE COUNTY	11
766	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		97601	2022	GIL	LOW FLR HYBRID	15GGB2718N3197601	24350BT	NY	41,958	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT	28	YES	ORANGE COUNTY	2
767	Core	Agency Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER		SL-CHESTER		97602	2022	GIL	LOW FLR HYBRID	15GGB271XN3197602	24351BT	NY	51,824	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT	28	YES	ORANGE COUNTY	2
768	Core	Owned	Short Line Terminal Agency, Inc.	SHORT LINE- CHESTER	SHORT LINE- CHESTER	SL-CHESTER	TRANSPORTATION MGT- SERVICES INC DBA- LENZNER COACH LINES	997	2014	FRD	STARTRANS	1FDFE4FS3EDA91997	P1171711	IL	133,325	5	INACTIVE-SURPLUS-RESERVE	CUTAWAY	20	YES		10
769	Core	Owned	Short Line Terminal Agency, Inc.	SL-CHENANGO VALLEY	SL-CHENANGO VALLEY	SL-CVBL	COACH LEASING INC	47827	2012	VAN	C2045L	YE2CC2AB1C2047827	P927157	IL	520,895	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		12
770	Core	Owned	Short Line Terminal Agency, Inc.	SL-CHENANGO VALLEY	SL-CHENANGO VALLEY	SL-CVBL	COACH LEASING INC	47828	2012	VAN	C2045L	YE2CC2AB3C2047828	P927158	IL	587,644	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		12

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
771	Core	Owned	Short Line Terminal Agency, Inc.	SL-CHENANGO VALLEY	SL-CHENANGO VALLEY	SL-CVBL	COACH LEASING INC	47829	2012	VAN	C2045L	YE2CC2AB5C2047829	P927159	IL	551,778	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		12
772	Core	Owned	Short Line Terminal Agency, Inc.	SL-CHENANGO VALLEY	SL-CHENANGO VALLEY	SL-CVBL	CAM LEASING LLC	47836	2012	VAN	C2045L	YE2CC2AB2C2047836	P800763	IL	411,884	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		12
773	Core	Owned	Short Line Terminal Agency, Inc.	SL-CHENANGO VALLEY	SL-CHENANGO VALLEY	SL-CVBL	COACH LEASING INC	58501	2008	MCI	D4505	1M86DMHA38P058501	P719342	IL	1,110,692	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		16
774	Core	Owned	Short Line Terminal Agency, Inc.	SL-CHENANGO VALLEY	SL-CHENANGO VALLEY	SL-CVBL	COACH LEASING INC	58504	2008	MCI	D4505	1M86DMHA98P058504	P1036285	IL	1,021,324	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		16
775	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17021	2017	MCI	D4500	1M8PDMBA8HP014247	AT105N	NJ	278,449	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
776	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17022	2017	MCI	D4500	1M8PDMBA8HP014248	AT106N	NJ	288,783	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
777	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17023	2017	MCI	D4500	1M8PDMBA1HP014249	AT107N	NJ	317,801	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
778	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17044	2017	MCI	D4500	1M8PDMBA7HP014272	AT318N	NJ	348,878	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
779	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17045	2017	MCI	D4500	1M8PDMBA9HP014273	AT319N	NJ	341,274	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
780	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17046	2017	MCI	D4500	1M8PDMBA0HP014274	AT320N	NJ	361,188	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
781	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17047	2017	MCI	D4500	1M8PDMBA2HP014275	AT321N	NJ	364,577	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
782	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17048	2017	MCI	D4500	1M8PDMBA4HP014276	AT489N	NJ	364,437	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
783	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17049	2017	MCI	D4500	1M8PDMBA6HP014277	AT490N	NJ	394,565	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
784	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17050	2017	MCI	D4500	1M8PDMBA8HP014278	AT491N	NJ	338,507	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
785	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17051	2017	MCI	D4500	1M8PDMBA8HP014279	AT492N	NJ	348,975	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
786	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17052	2017	MCI	D4500	1M8PDMBA6HP014280	AT493N	NJ	310,507	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
787	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		17053	2017	MCI	D4500	1M8PDMBA8HP014281	AT592N	NJ	259,101	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
788	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17054	2017	MCI	D4500	1M8PDMBA8HP014282	AT866N	NJ	360,663	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
789	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17055	2017	MCI	D4500	1M8PDMBA1HP014283	AT593N	NJ	325,789	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
790	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17056	2017	MCI	D4500	1M8PDMBA3HP014284	AT594N	NJ	324,695	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
791	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17057	2017	MCI	D4500	1M8PDMBA5HP014285	AT718N	NJ	326,683	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
792	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17058	2017	MCI	D4500	1M8PDMBA7HP014286	AT719N	NJ	292,206	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
793	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17059	2017	MCI	D4500	1M8PDMBA9HP014287	AT720N	NJ	302,822	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
794	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17060	2017	MCI	D4500	1M8PDMBA0HP014288	AT867N	NJ	326,174	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
795	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17061	2017	MCI	D4500	1M8PDMBA2HP014289	AT868N	NJ	316,052	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	7
796	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		17062	2017	MCI	D4500	1M8PDMBA9HP014290	AT869N	NJ	279,372	22	PARKED-AGENCY OWNED	SD-MCID4500	57	YES	NJT	7
797	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		200	2014	INT	CHAMPION DEF	5WEASAAAM6EH482503	OYA5993	NJ	229,665	22	PARKED-AGENCY OWNED	TRANSIT	28	YES	NJT	10
798	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-UNION		201	2014	INT	CHAMPION DEF	5WEASAAAM8EH482504	OYA5769	NJ	266,442	23	INACTIVE-AGCY OWNED-RET/NO USE	TRANSIT	28	YES	NJT	10
799	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20164	2020	MCI	D4500	1M8PDMNA1LP015941	AW284Y	NJ	106,360	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
800	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20165	2020	MCI	D4500	1M8PDMNA3LP015942	AW285Y	NJ	57,879	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
801	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20166	2020	MCI	D4500	1M8PDMNA5LP015943	AW286Y	NJ	110,687	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
802	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20167	2020	MCI	D4500	1M8PDMNA7LP015944	AW287Y	NJ	102,509	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
803	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20168	2020	MCI	D4500	1M8PDMNA9LP015945	AW288Y	NJ	110,074	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
804	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20169	2020	MCI	D4500	1M8PDMNA4LP015948	AW285U	NJ	47,542	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
805	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20170	2020	MCI	D4500	1M8PDMNA6LP015949	AW286U	NJ	66,117	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
806	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20171	2020	MCI	D4500	1M8PDMNA2LP015950	AW287U	NJ	110,416	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
807	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20172	2020	MCI	D4500	1M8PDMNA4LP015951	AW288U	NJ	130,954	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
808	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20173	2020	MCI	D4500	1M8PDMNA6LP015952	AW289U	NJ	76,961	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
809	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20174	2020	MCI	D4500	1M8PDMNA8LP015953	AW290U	NJ	62,318	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
810	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20175	2020	MCI	D4500	1M8PDMNAXLP015954	AW291U	NJ	88,986	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
811	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20176	2020	MCI	D4500	1M8PDMNA1LP015955	AW292U	NJ	62,026	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
812	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20177	2020	MCI	D4500	1M8PDMNA3LP015956	AW293U	NJ	178,303	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
813	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20178	2020	MCI	D4500	1M8PDMNA5LP015957	AW294U	NJ	57,123	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
814	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20179	2020	MCI	D4500	1M8PDMNA7LP015958	AW295U	NJ	73,821	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
815	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20180	2020	MCI	D4500	1M8PDMNA9LP015959	AW296U	NJ	148,910	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
816	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20181	2020	MCI	D4500	1M8PDMNA5LP015960	AW297U	NJ	155,833	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
817	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20182	2020	MCI	D4500	1M8PDMNA7LP015961	AW298U	NJ	100,011	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
818	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		20183	2020	MCI	D4500	1M8PDMNA9LP015962	AW299U	NJ	81,295	2	ACTIVE-AGENCY OWNED VEHICLE	SD-MCID4500	57	YES	NJT	4
819	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-UNION		202	2014	INT	CHAMPION DEF	5WEASAAAMXEI482505	OYA7181	NJ	263,411	23	INACTIVE-AGCY OWNED-RET/NO USE	TRANSIT	28	YES	NJT	10
820	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-UNION		203	2014	INT	CHAMPION DEF	5WEASAAAM1EH482506	OYA7180	NJ	262,462	23	INACTIVE-AGCY OWNED-RET/NO USE	TRANSIT	28	YES	NJT	10
821	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		21248	2021	MCI	D4500	1M8PDMNA2MW016300	AX226J	NJ	9,357	23	INACTIVE-AGCY OWNED-RET/NO USE	SD-MCID4500	57	YES	NJT	3
822	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	45951	2003	VAN	C2045L	YE2CC24B932045951	P836574	IL	352,048	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		21
823	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	45953	2003	VAN	C2045L	YE2CC24B232045953	P873358	IL	525,220	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		21
824	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	46097	2007	VAN	C2045L	YE2CC25B772046097	P992130	IL	674,753	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	55	YES		17
825	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	46710	2007	VAN	C2045	YE2CC16B772046710	P920114	IL	879,064	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	NO		17
826	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	46751	2007	VAN	C2045L	YE2CC26B272046751	P1023043	IL	651,606	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		17
827	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	46807	2008	VAN	C2045	YE2CC19B482046807	P859775	IL	720,286	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	NO		16
828	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	CAM LEASING LLC	46925	2009	VAN	C2045	YE2CC29B5A2046925	P800745	IL	554,925	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	55	NO		15
829	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	47297	2007	VAN	C2045L	YE2CC27B272047297	P992131	IL	369,733	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	55	YES		17
830	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	47832	2012	VAN	C2045L	YE2CC2A85C2047832	P1159596	IL	694,723	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	YES		12
831	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	CAM LEASING LLC	47835	2012	VAN	C2045L	YE2CC2A80C2047835	P800762	IL	622,859	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	YES		12
832	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	CAM LEASING LLC	47837	2012	VAN	C2045L	YE2CC2A84C2047837	P800764	IL	563,481	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	55	YES		12
833	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	CAM LEASING LLC	47838	2012	VAN	C2045L	YE2CC2A86C2047838	P800765	IL	674,535	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	55	YES		12
834	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	CAM LEASING LLC	47839	2012	VAN	C2045L	YE2CC2A88C2047839	P800766	IL	615,730	33	PREP STATUS-PARKED TO ACTIVE	SD-VHC2045	55	YES		12
835	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	48249	2014	VAN	CX45	YE2XC21B5E3048249	P1114933	IL	520,295	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		10
836	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	48503	2015	VAN	CX45	YE2XC21B2F3048503	P869862	IL	489,089	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
837	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	48504	2015	VAN	CX45	YE2XC21B4F3048504	P869863	IL	461,968	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
838	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	48507	2015	VAN	CX45	YE2XC21BXF3048507	P869866	IL	512,436	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
839	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	48508	2015	VAN	CX45	YE2XC21B1F3048508	P869867	IL	475,002	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
840	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	48509	2015	VAN	CX45	YE2XC21B3F3048509	P869868	IL	470,161	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
841	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	48707	2015	VAN	CX45	YE2XC22B9F3048707	P888986	IL	691,888	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		9
842	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	49425	2017	VAN	CX45	YE2XC81B5H3049425	P948939	IL	350,396	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
843	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	49427	2017	VAN	CX45	YE2XC81B9H3049427	P954190	IL	319,686	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES		7
844	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	5494	2005	VAN	C2045L	YE2CC25B552045494	P936238	IL	801,913	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		19
845	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	5495	2005	VAN	C2045L	YE2CC25B752045495	P936239	IL	788,584	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	57	YES		19
846	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	56397	2005	MCI	D4500	1M8PDMPA05P056397	P936236	IL	579,721	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		19
847	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	57408	2006	MCI	D4505	1M86DMPA87P057408	P936233	IL	535,772	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
848	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	57409	2006	MCI	D4505	1M86DMPAX7P057409	P936234	IL	539,936	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
849	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	57432	2006	MCI	D4505	1M86DMPA57P057432	P936232	IL	589,713	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
850	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN	COACH LEASING INC	58304	2008	MCI	D4505	1M86DME6A8P058304	P1177197	IL	833,580	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	NO		16
851	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6148	2012	NABI	416.05	1N9416051CA140148	OYA4987	NJ	331,098	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
852	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6149	2012	NABI	416.05	1N9416053CA140149	OYA4988	NJ	249,950	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
853	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6150	2012	NABI	416.05	1N941605XCA140150	OYA4989	NJ	563,588	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
854	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6151	2012	NABI	416.05	1N9416051CA140151	OYA4990	NJ	280,535	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
855	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6152	2012	NABI	416.05	1N9416055CA140152	OYA4991	NJ	530,554	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
856	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6153	2012	NABI	416.05	1N9416055CA140153	OYA4992	NJ	428,189	23	INACTIVE-AGCY OWNED-RET/NO USE	TRANSIT-NABI	42	YES	NJT	12
857	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6154	2012	NABI	416.05	1N9416057CA140154	OYA4993	NJ	521,714	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
858	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6155	2012	NABI	416.05	1N9416059CA140155	OYA4996	NJ	558,598	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
859	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6156	2012	NABI	416.05	1N9416050CA140156	OYA4997	NJ	616,446	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
860	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6157	2012	NABI	416.05	1N9416052CA140157	OYA5001	NJ	572,469	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
861	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6158	2012	NABI	416.05	1N9416054CA140158	OYA4998	NJ	520,882	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
862	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6159	2012	NABI	416.05	1N9416056CA140159	OYA5002	NJ	526,143	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
863	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6160	2012	NABI	416.05	1N9416052CA140160	OYA5004	NJ	524,350	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
864	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6161	2012	NABI	416.05	1N9416054CA140161	OYA5000	NJ	535,514	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
865	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6162	2012	NABI	416.05	1N9416056CA140162	OYA5005	NJ	553,207	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
866	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6163	2012	NABI	416.05	1N9416058CA140163	OYA5008	NJ	216,879	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
867	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6164	2012	NABI	416.05	1N941605XCA140164	OYA5009	NJ	581,440	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
868	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6165	2012	NABI	416.05	1N9416051CA140165	OYA5006	NJ	241,371	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
869	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6166	2012	NABI	416.05	1N9416053CA140166	OYA5013	NJ	589,555	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
870	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6167	2012	NABI	416.05	1N9416055CA140167	OYA5010	NJ	554,636	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
871	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6168	2012	NABI	416.05	1N9416057CA140168	OYA5011	NJ	511,040	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
872	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6169	2012	NABI	416.05	1N9416059CA140169	OYA5012	NJ	489,612	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
873	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6170	2012	NABI	416.05	1N9416055CA140170	OYA5019	NJ	583,114	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
874	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6171	2012	NABI	416.05	1N9416057CA140171	OYA5014	NJ	601,236	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
875	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6172	2012	NABI	416.05	1N9416059CA140172	OYA5016	NJ	576,300	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
876	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6173	2012	NABI	416.05	1N9416050CA140173	OYA5020	NJ	602,040	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
877	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6174	2012	NABI	416.05	1N9416052CA140174	OYA5017	NJ	589,303	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
878	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6175	2012	NABI	416.05	1N9416054CA140175	OYA5015	NJ	512,935	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
879	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6176	2012	NABI	416.05	1N9416056CA140176	OYA5018	NJ	259,098	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
880	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6177	2012	NABI	416.05	1N9416058CA140177	OYA5021	NJ	522,814	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
881	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6178	2012	NABI	416.05	1N941605XCA140178	OYA5022	NJ	577,286	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
882	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6179	2012	NABI	416.05	1N9416051CA140179	OYA5023	NJ	552,468	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
883	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6180	2012	NABI	416.05	1N9416058CA140180	OYA5024	NJ	586,699	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
884	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6181	2012	NABI	416.05	1N941605XCA140181	OYA5025	NJ	564,030	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
885	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6182	2012	NABI	416.05	1N9416051CA140182	OYA5033	NJ	585,261	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
886	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6183	2012	NABI	416.05	1N9416053CA140183	OYA5034	NJ	563,974	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
887	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-MIDDLE		6184	2012	NABI	416.05	1N9416055CA140184	OYA5035	NJ	561,972	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	42	YES	NJT	12
888	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-UNION		6526	2013	NABI	416.15.06A-01	1N9416069DA140201	OYA9367	NJ	350,407	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	43	YES	NJT	11
889	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-UNION		6527	2013	NABI	416.15.06A-01	1N9416060DA140202	OYA9359	NJ	348,274	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	43	YES	NJT	11
890	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-UNION		6528	2013	NABI	416.15.06A-01	1N9416062DA140203	OYA9360	NJ	346,242	22	PARKED-AGENCY OWNED	TRANSIT-NABI	43	YES	NJT	11
891	Core	Agency Owned	Suburban Transit Corp.	SUBURBAN TRANSIT		SUB-UNION		6529	2013	NABI	416.15.06A-01	1N9416064DA140204	OYA9361	NJ	355,228	2	ACTIVE-AGENCY OWNED VEHICLE	TRANSIT-NABI	43	YES	NJT	11
892	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	CAM LEASING, LLC	66189	2000	VAN	C2045	YE2CC21B8Y2045533	P790434	IL	950,268	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	56	NO		24
893	Core	Owned	Suburban Transit Corp.	SUBURBAN TRANSIT	SUBURBAN TRANSIT	SUBURBAN	COACH LEASING INC	7195	2006	VAN	C2045	YE2CC27B762047195	P956240	IL	895,609	5	INACTIVE-SURPLUS-RESERVE	SD-VHC2045	56	NO		18
894	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		81212	2019	VAN	CX45	YE2XC81B6K3081212	P1033640	IL	260,954	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 4	5
895	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		81232	2019	VAN	CX45	YE2XC81B1K3081232	P1033641	IL	279,763	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 4	5
896	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		81235	2019	VAN	CX45	YE2XC81B7K3081235	P1034984	IL	263,154	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGNSC H2	5
897	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		81264	2019	VAN	CX45	YE2XC81B3K3081264	P1033642	IL	278,971	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 4	5
898	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		81265	2019	VAN	CX45	YE2XC81B5K3081265	P1033643	IL	284,280	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 4	5
899	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANSIT		SUBURBAN		81269	2019	VAN	CX45	YE2XC81B2K3081269	P1033644	IL	257,201	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGNSC H1	5

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900	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81285	2019	VAN	CX45	YE2XC81B0K3081285	P1033645	IL	271,784	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH4	5
901	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81289	2019	VAN	CX45	YE2XC81B8K3081289	P1033646	IL	227,489	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
902	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81303	2019	VAN	CX45	YE2XC81B9K3081303	P1033647	IL	279,126	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
903	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81313	2019	VAN	CX45	YE2XC81B1K3081313	P1034521	IL	262,118	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
904	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81331	2019	VAN	CX45	YESXC81B3K3081331	P1034316	IL	249,307	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
905	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81335	2019	VAN	CX45	YE2XC81B0K3081335	P1034317	IL	283,485	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
906	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81385	2019	VAN	CX45	YE2XC81B4K3081385	P1036291	IL	273,396	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
907	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81387	2019	VAN	CX45	YE2XC81B8K3081387	P1036290	IL	295,107	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
908	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81388	2019	VAN	CX45	YE2XC81B8K3081388	P1036296	IL	226,307	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
909	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81404	2019	VAN	CX45	YE2XC82B6K3081404	P1036393	IL	269,766	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
910	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81405	2019	VAN	CX45	YE2XC82B8K3081405	P1036298	IL	260,517	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
911	Core	Leased	Suburban Transit Corp.	SUBURBAN TRANST		SUBURBAN		81411	2019	VAN	CX45	YE2XC81B1K3081411	P1036293	IL	195,119	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/HUNTINGTNSC	5
912	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	1141	2018	TBB	NB8050	1HA3G8B09HN001141	23946B	WI	42,005	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		6
913	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	1251	2023	CHEV	4500	1HA6GUB7SNNO11251	30835B	WI	7,140	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		1
914	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	13736	2009	TBB	SAF-T-LINER EF	1T8854E1491113736	14410B	WI	151,045	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	24	YES		15
915	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	1414	2018	TBB	NB8050	1HA3G8B07HN001414	23947B	WI	52,337	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		6
916	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	19917	2009	TBB	SAF-T-LINER C2	4UZABRDU09CAJ9917	14489B	WI	217,414	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	75	NO		15
917	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	19918	2009	TBB	SAF-T-LINER C2	4UZABRDU29CAJ9918	14488B	WI	207,176	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	75	NO		15
918	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	TRT TRANSPORTATION INC	21699	1999	MOL	TROLLEY	3FCMF5386XJA24984	28765B	IL	135,406	3	ACTIVE-COACH USA OWNED VEHICLE	TROLLEY	32	NO		25
919	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB		2356	2022	CHEV	4500	1HA6GUB72NNO12356	30737B	WI	10,520	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		2
920	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	2376	2022	CHEV	4500	1HA6GUB78NNO12376	30760B	WI	9,802	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		2
921	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	2384	2022	CHEV	4500	1HA6GUB77NNO12384	30762B	WI	15,528	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		2
922	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	43746	2012	TBB	SCHOOL BUS	1T8854E14C1143746	18140B	WI	101,264	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	YES		12
923	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	4888	2020	TBB	C	4UZABRFD2LCLJ4888	25937B	WI	106,473	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	69	NO		4
924	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	4889	2020	TBB	C	4UZABRFD4LCLJ4889	25938B	WI	98,584	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	69	NO		4
925	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB		5053	2023	FRT	THOMAS C2	4UZABRFD1RCUK5053	31716B	WI	11,435	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	72	NO		1
926	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	5054	2023	FRT	THOMAS C2	4UZABRFD3RCUK5054	31715B	WI	13,077	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	72	NO		1
927	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	SAM VAN GALDER INC	52491	2018	FRD	E350	1FBAX2CG8JKA52491	ACG-8850	WI	72,586	3	ACTIVE-COACH USA OWNED VEHICLE	VAN	14	NO		6
928	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	56995	2012	TBB	MINOTOUR	1GB6G3AG2A1156995	25314B	WI	107,378	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		12
929	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	57669	2012	TBB	MINOTOUR	1GB6G3AG5A1157669	25266B	WI	160,997	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		12
930	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	58028	2012	TBB	MINOTOUR	1GB6G3AG5A1158028	25265B	WI	190,915	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		12
931	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	58322	2012	TBB	MINOTOUR	1GB6G3AG5A1158322	25263B	WI	109,494	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		12
932	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	618	2012	TBB	FREIGHTLINER	4UZABRDU8CCBA0618	18139B	WI	233,401	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	69	NO		12
933	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	619	2012	TBB	FREIGHTLINER	4UZABRDUXCCBA0619	18138B	WI	257,528	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	69	NO		12
934	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	620	2012	TBB	FREIGHTLINER	4UZABRDU6CCBA0620	18137B	WI	201,557	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	69	NO		12
935	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	621	2012	TBB	FREIGHTLINER	4UZABRDU8CCBA0621	18136B	WI	240,086	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	69	NO		12
936	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	622	2012	TBB	FREIGHTLINER	4UZABRDUXCCBA0622	18135B	WI	207,700	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	69	NO		12
937	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH USA INC	64157	2007	MCI	J4500	2M93MPA17W064157	P873624	IL	1,099,094	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		17
938	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH USA INC	64158	2007	MCI	J4500	2M93MPA37W064158	P873625	IL	1,238,196	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		17
939	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	65840	2011	MCI	J4500	2MG3MEAOB065840	P873636	IL	611,175	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		13

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
940	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67125	2015	MCI	J4500	2MG3JM8A6FW067125	P870265	IL	761,860	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		9
941	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67126	2015	MCI	J4500	2MG3JM8A8FW067126	P870266	IL	516,318	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		9
942	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67127	2015	MCI	J4500	2MG3JM8AXFW067127	P870267	IL	758,090	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		9
943	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67132	2015	MCI	J4500	2MG3JM8A3FW067132	P1042315	IL	785,927	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		9
944	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67133	2015	MCI	J4500	2MG3JMB4A4FW067133	P1042316	IL	850,767	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		9
945	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67134	2015	MCI	J4500	2MG3JMB4A6FW067134	P1042317	IL	811,317	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		9
946	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67135	2015	MCI	J4500	2MG3JMB4A8FW067135	P870270	IL	828,586	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		9
947	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		67359	2016	MCI	J4500	2MG3JM8A7GW067359	P797186	IL	716,650	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	OPERATING/BOA SCH 30	8
948	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		67360	2016	MCI	J4500	2MG3JM8A3GW067360	P797187	IL	719,199	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	OPERATING/BOA SCH 30	8
949	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		67361	2016	MCI	J4500	2MG3JM8A5GW067361	P797227	IL	742,890	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	OPERATING/BOA SCH 30	8
950	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		67363	2016	MCI	J4500	2MG3JM8A9GW067363	P797229	IL	709,210	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	OPERATING/BOA SCH 30	8
951	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67778	2016	MCI	J4500	2MG3JM8A3HW067778	P922241	IL	789,346	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
952	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67779	2016	MCI	J4500	2MG3JM8A5HW067779	P922242	IL	890,621	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
953	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67780	2016	MCI	J4500	2MG3JM8A1HW067780	P922243	IL	880,526	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
954	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67781	2016	MCI	J4500	2MG3JM8A3HW067781	P922244	IL	816,979	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
955	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67782	2016	MCI	J4500	2MG3JM8A5HW067782	P922245	IL	891,091	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
956	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67783	2016	MCI	J4500	2MG3JM8A7HW067783	P922246	IL	864,974	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
957	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67784	2016	MCI	J4500	2MG3JM8A9HW067784	P922247	IL	817,422	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
958	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67785	2016	MCI	J4500	2MG3JM8A0HW067785	P922248	IL	770,986	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
959	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67786	2016	MCI	J4500	2MG3JM8A2HW067786	P922249	IL	804,244	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
960	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67787	2016	MCI	J4500	2MG3JM8A4HW067787	P922250	IL	754,164	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
961	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	67788	2016	MCI	J4500	2MG3JM8A6HW067788	P922251	IL	736,603	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		8
962	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68223	2017	MCI	J4500	2MG3JM8A7HW068223	P950007	IL	820,525	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
963	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68224	2017	MCI	J4500	2MG3JM8A9HW068224	P950008	IL	790,670	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
964	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68225	2017	MCI	J4500	2MG3JM8A0HW068225	P950013	IL	706,707	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
965	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68226	2017	MCI	J4500	2MG3JM8A2HW068226	P950014	IL	747,974	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
966	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68227	2017	MCI	J4500	2MG3JM8A4HW068227	P950015	IL	524,957	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
967	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68230	2017	MCI	J4500	2MG3JM8A4HW068230	P950009	IL	723,371	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
968	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68231	2017	MCI	J4500	2MG3JM8A6HW068231	P950010	IL	709,676	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
969	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68242	2017	MCI	J4500	2MG3JM8A0HW068242	P950011	IL	721,227	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
970	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68248	2017	MCI	J4500	2MG3JM8A1HW068248	P950606	IL	736,855	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
971	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68249	2017	MCI	J4500	2MG3JM8A3HW068249	P950607	IL	770,022	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
972	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68250	2017	MCI	J4500	2MG3JM8AXHW068250	P950608	IL	825,205	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
973	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68253	2017	MCI	J4500	2MG3JM8A5HW068253	P950609	IL	772,051	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
974	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68254	2017	MCI	J4500	2MG3JM8A7HW068254	P950610	IL	709,661	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
975	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68255	2017	MCI	J4500	2MG3JM8A9HW068255	P950611	IL	444,998	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
976	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	COACH LEASING INC	68257	2017	MCI	J4500	2MG3JM8A2HW068257	P950612	IL	487,187	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES		7
977	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		69329	2019	MCI	J4500	2MG3JMB4A6K069329	P1034301	IL	264,988	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	CAPITAL/WINTRUSTSCH 4	5
978	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		69330	2019	MCI	J4500	2MG3JMB4A2K069330	P1034302	IL	298,492	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	CAPITAL/WINTRUSTSCH 4	5
979	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		69347	2019	MCI	J4500	2MG3JMB4A8K069347	P1034303	IL	287,872	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCI4500	56	YES	CAPITAL/WINTRUSTSCH 4	5

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
980	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		69348	2019	MCI	J4500	2MG3JMBAXK069348	P1034304	IL	275,138	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES	CAPITAL/WINTRUSTSCH4	5
981	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		69456	2019	MCI	J4500	2MG3JMB2K069456	P1034308	IL	183,803	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES	CAPITAL/WINTRUSTSCH4	5
982	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		69457	2019	MCI	J4500	2MG3JMB4K069457	P1034309	IL	275,463	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES	CAPITAL/WINTRUSTSCH4	5
983	Core	Leased	Sam Van Galder, Inc.	VAN GALDER		VG		69458	2019	MCI	J4500	2MG3JMB6K069458	P1034310	IL	274,071	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES	CAPITAL/WINTRUSTSCH4	5
984	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG	HUDSON TRANSIT CORP	70110	2012	FRT	MB65	4UZADEDU5DCF81205	16793BB	NY	95,068	3	ACTIVE-COACH USA OWNED VEHICLE	TROLLEY	30	YES		12
985	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	7029	2018	GMC	G33803	1GB3GSBG6H1177029	23600B	WI	48,614	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		6
986	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	7341	2020	TBB	C	4UZABRF05MCM7341	27412B	WI	69,581	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	69	NO		4
987	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	7342	2020	TBB	C	4UZABRF07MCM7342	27409B	WI	71,726	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	69	NO		4
988	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB		767	2019	CHEV	THOMAS	1GB3GSBG2K1160767	26279B	WI	25,297	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		5
989	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	8279	2012	TBB	MINOTOUR	1GB6G3A8A1158279	25310B	WI	109,650	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		12
990	Core	Owned	Sam Van Galder, Inc.	VAN GALDER	VAN GALDER	VG-SB	SAM VAN GALDER INC	84520	2006	TBB	FS-65	4UZAAXCT76CV72945	2915B	WI	217,574	4	INACTIVE-APPROVED FOR DISPOSAL	SCHOOL BUS	72	YES		18
991	Core	Owned	Sam Van Galder, Inc.	VAN GALDER	VAN GALDER	VG-SB	SAM VAN GALDER INC	84521	2006	TBB	FS-65	4UZAAXCT96CV72946	2916B	WI	130,763	4	INACTIVE-APPROVED FOR DISPOSAL	SCHOOL BUS	72	YES		18
992	Core	Owned	Sam Van Galder, Inc.	VAN GALDER	VAN GALDER	VG-SB	SAM VAN GALDER INC	84522	2006	TBB	FS-65	4UZAAXCT06CV72947	2917B	WI	168,933	4	INACTIVE-APPROVED FOR DISPOSAL	SCHOOL BUS	72	YES		18
993	Core	Owned	Sam Van Galder, Inc.	VAN GALDER	VAN GALDER	VG-SB	SAM VAN GALDER INC	84523	2006	TBB	FS-65	4UZAAXCT26CV72948	2918B	WI	140,312	4	INACTIVE-APPROVED FOR DISPOSAL	SCHOOL BUS	72	YES		18
994	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	84524	2006	TBB	FS-65	4UZAAXCT46CV72949	5211B	WI	149,784	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	72	YES		18
995	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	84528	2007	TBB	120PS	4UZAAXCT17CX14076	3849B	WI	216,243	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	72	YES		17
996	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	84529	2008	TBB	SCHOOL BUS	1T8854E1981104352	5172 B	WI	113,816	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	24	YES		16
997	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	84530	2008	TBB	SCHOOL BUS	4UZABRD6K8C228187	5173 B	WI	248,496	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	76	YES		16
998	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	84531	2008	TBB	SCHOOL BUS	4UZABRD8K8C228188	5210 B	WI	278,237	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	76	YES		16
999	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	8628	2018	GMC	G33803	1GB3GSBG0H1178628	23602B	WI	45,167	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		6
1000	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	9308	2009	TBB	SAF-T-LINER EF	1T8854E1291119308	14824B	WI	149,945	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	30	YES		15
1001	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	9309	2009	TBB	SAF-T-LINER EF	1T8854E1491119309	14825B	WI	125,199	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	30	YES		15
1002	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	9442	2018	GMC	G33803	1GB3GSBG2H1179442	23601B	WI	56,038	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		6
1003	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	9510	2018	GMC	G33803	1GB3GSBG4H1179510	23599B	WI	46,900	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		6
1004	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	9645	2010	CHEV	THOMAS	1GB3GSBG5K1159645	26280B	WI	19,721	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	26	NO		14
1005	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	9907	2010	TBB	SAF-T-LINER C2	4UZABRDU5ACAP9907	15435B	WI	270,777	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	72	NO		14
1006	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	9908	2010	TBB	SAF-T-LINER C2	4UZABRD7UACAP9908	15436B	WI	297,520	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	72	NO		14
1007	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	9909	2010	TBB	SAF-T-LINER C2	4UZABRD9UACAP9909	15437B	WI	215,461	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	72	NO		14
1008	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	9910	2010	TBB	SAF-T-LINER C2	4UZABRD5UACAP9910	15438B	WI	272,781	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	72	NO		14
1009	Core	Owned	Sam Van Galder, Inc.	VAN GALDER		VG-SB	SAM VAN GALDER INC	9911	2010	TBB	SAF-T-LINER C2	4UZABRD7UACAP9911	15439B	WI	249,162	3	ACTIVE-COACH USA OWNED VEHICLE	SCHOOL BUS	72	NO		14
1010	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	CAM LEASING, LLC	12818	2013	MCI	D4505	1M86DDBA7DP012818	P789793	IL	533,062	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		11
1011	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13146	2014	MCI	D4505	1M86DDBA9EP013146	P802830	IL	681,119	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
1012	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13147	2014	MCI	D4505	1M86DDBA0EP013147	P802831	IL	776,000	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
1013	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13148	2014	MCI	D4505	1M86DDBA2EP013148	P802832	IL	723,890	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
1014	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13149	2014	MCI	D4505	1M86DDBA4EP013149	P802833	IL	758,360	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
1015	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13150	2014	MCI	D4505	1M86DDBA0EP013150	P802834	IL	723,385	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
1016	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13167	2014	MCI	D4505	1M86DDBA6EP013167	P824620	IL	736,979	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
1017	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13168	2014	MCI	D4505	1M86DDBA8EP013168	P824621	IL	773,204	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
1018	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13169	2014	MCI	D4505	1M86DDBAXEP013169	P824622	IL	759,468	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		10
1019	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13810	2015	MCI	D4505	1M86DDBA3FP013810	P880833	IL	712,090	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
1020	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13811	2015	MCI	D4505	1M86DMBA5FP013811	P880834	IL	536,457	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
1021	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13812	2015	MCI	D4505	1M86DMBA7FP013812	P880835	IL	629,669	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
1022	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	13813	2015	MCI	D4505	1M86DMBA9FP013813	P880836	IL	840,419	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4505	55	YES		9
1023	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN		17940	2005	FRD	E350	1FBSS31L35HB17940	434KSB	WI	168,509	3	ACTIVE-COACH USA OWNED VEHICLE	VAN	15	YES		19
1024	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN		17941	2005	FRD	E350	1FBSS31L55HB17941	688DVH	WI	170,614	3	ACTIVE-COACH USA OWNED VEHICLE	VAN	15	YES		19
1025	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	21799	1999	MOL	TROLLEY	3FCMF5389XA26163	P842866	IL	123,247	61	INACTIVE-BEING USED FOR PARTS	TROLLEY	32	NO		25
1026	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	57156	2006	MCI	D4505	1M86DMPA96P057156	P862920	IL	884,334	6	INACTIVE-LONG TERM OOS	SD-MCID4505	55	YES		18
1027	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	WISCONSIN COACH LINES INC	62595	2004	MCI	J4500	2M93MPAX4W062595	P932334	IL	1,146,878	6	INACTIVE-LONG TERM OOS	SD-MCU4500	56	YES		20
1028	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	WISCONSIN COACH LEASING INC	62596	2004	MCI	J4500	2M93MPA14W062596	P307189	IL	1,219,630	5	INACTIVE-SURPLUS-RESERVE	SD-MCU4500	56	YES		20
1029	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	WISCONSIN COACH LINES INC	63537	2006	MCI	J4500	2M93MPA86W063537	P932343	IL	968,502	61	INACTIVE-BEING USED FOR PARTS	SD-MCU4500	56	YES		18
1030	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	WISCONSIN COACH LINES INC	63538	2006	MCI	J4500	2M93MPAX6W063538	P1023046	IL	1,224,140	6	INACTIVE-LONG TERM OOS	SD-MCU4500	56	YES		18
1031	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	WISCONSIN COACH LINES INC	63539	2006	MCI	J4500	2M93MPA16W063539	P932344	IL	960,555	5	INACTIVE-SURPLUS-RESERVE	SD-MCU4500	56	YES		18
1032	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	WISCONSIN COACH LINES INC	63540	2006	MCI	J4500	2M93MPA86W063540	P932345	IL	1,209,717	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		18
1033	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	WISCONSIN COACH LINES INC	63541	2006	MCI	J4500	2M93MPAX6W063541	P574285	IL	1,141,475	6	INACTIVE-LONG TERM OOS	SD-MCU4500	56	YES		18
1034	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH USA INC	64160	2007	MCI	J4500	2M93MPA17W064160	P932335	IL	1,250,847	6	INACTIVE-LONG TERM OOS	SD-MCU4500	56	YES		17
1035	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH USA INC	64161	2007	MCI	J4500	2M93MPA37W064161	P1023049	IL	1,108,629	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		17
1036	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH USA INC	64189	2007	MCI	J4500	2M93MPA37W064189	P612065	IL	1,295,429	5	INACTIVE-SURPLUS-RESERVE	SD-MCU4500	56	YES		17
1037	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	64557	2005	PCI	H3-45	2PCH349351010179	P800799	IL	776,517	5	INACTIVE-SURPLUS-RESERVE	SD-PREVH3	57	YES		19
1038	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	64780	2008	MCI	J4500	2M93MHA98W064780	P1122686	IL	814,546	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		16
1039	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	64781	2008	MCI	J4500	2M93MHA08W064781	P970753	IL	799,185	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		16
1040	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	64783	2008	MCI	J4500	2M93MHA48W064783	P970754	IL	730,000	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		16
1041	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	WISCONSIN COACH LINES INC	64794	2008	MCI	J4500	2M93MHA98W064794	P917116	IL	1,004,868	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		16
1042	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	WISCONSIN COACH LINES INC	64795	2008	MCI	J4500	2M93MHA08W064795	P1023050	IL	795,615	5	INACTIVE-SURPLUS-RESERVE	SD-MCU4500	56	YES		16
1043	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	64806	2008	MCI	J4500	2M93MHA18W064806	P932336	IL	867,849	5	INACTIVE-SURPLUS-RESERVE	SD-MCU4500	56	YES		16
1044	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	65281	2009	MCI	J4500	2MG3JMEA99W065281	P1023051	IL	816,948	5	INACTIVE-SURPLUS-RESERVE	SD-MCU4500	56	YES		15
1045	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	65282	2009	MCI	J4500	2MG3JMEA09W065282	P932337	IL	993,426	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		15
1046	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	NONE	65283	2009	MCI	J4500	2MG3JMEA29W065283	P932338	IL	966,665	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		15
1047	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	65284	2009	MCI	J4500	2MG3JMEA49W065284	P1023052	IL	1,042,490	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		15
1048	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	65285	2009	MCI	J4500	2MG3JMEA69W065285	P932339	IL	931,476	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		15
1049	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	CAM LEASING LLC	65363	2009	MCI	J4500	2MG3JMEA69W065363	P1176418	IL	580,331	33	PREP STATUS-PARKED TO ACTIVE	SD-MCU4500	55	YES		15
1050	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	CAM LEASING LLC	65366	2009	MCI	J4500	2MG3JMEA19W065366	P1176419	IL	524,068	33	PREP STATUS-PARKED TO ACTIVE	SD-MCU4500	55	YES		15
1051	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	CAM LSG LLC	65381	2009	MCI	J4500	2MG3JMEA29W065381	P1176420	IL	516,891	33	PREP STATUS-PARKED TO ACTIVE	SD-MCU4500	55	YES		15
1052	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	65412	2009	MCI	J4500	2MG3JMEA49W065412	P1038946	IL	497,695	6	INACTIVE-LONG TERM OOS	SD-MCU4500	55	YES		15
1053	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	CAM LSG LLC	65421	2009	MCI	J4500	2MG3JMEA49W065421	P1176421	IL	471,592	33	PREP STATUS-PARKED TO ACTIVE	SD-MCU4500	55	YES		15
1054	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	65422	2009	MCI	J4500	2MG3JMEA19W065422	P1041149	IL	537,632	6	INACTIVE-LONG TERM OOS	SD-MCU4500	55	YES		15
1055	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	65427	2009	MCI	J4500	2MG3JMEA69W065427	P1044139	IL	514,480	6	INACTIVE-LONG TERM OOS	SD-MCU4500	55	YES		15
1056	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING INC	65429	2009	MCI	J4500	2MG3JMEA49W065429	P1041150	IL	566,984	6	INACTIVE-LONG TERM OOS	SD-MCU4500	55	YES		15
1057	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	66633	2014	MCI	J4500	2MG3JMBAXEW066633	P820327	IL	1,270,236	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		10
1058	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	66634	2014	MCI	J4500	2MG3JMBA1EW066634	P820328	IL	1,083,996	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		10
1059	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	67122	2015	MCI	J4500	2MG3JMBAXFW067122	P870262	IL	719,741	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		9
1060	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	67123	2015	MCI	J4500	2MG3JMBA1FW067123	P870263	IL	892,833	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		9
1061	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	67124	2015	MCI	J4500	2MG3JMBA3FW067124	P870264	IL	739,549	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		9
1062	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	67799	2017	MCI	J4500	2MG3JM8A0HW067799	P924866	IL	683,485	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		7
1063	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	67800	2017	MCI	J4500	2MG3JM8A3HW067800	P924867	IL	591,534	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		7
1064	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	67801	2017	MCI	J4500	2MG3JM8A5HW067801	P924868	IL	722,855	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCU4500	56	YES		7
1065	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	68166	2004	PCI	H3-45	2PCH349441014899	P800824	IL	913,901	5	INACTIVE-SURPLUS-RESERVE	SD-PREVH3	57	NO		20
1066	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	68167	2006	PCI	H3-45	2PCH349661010565	P800825	IL	734,864	5	INACTIVE-SURPLUS-RESERVE	SD-PREVH3	57	NO		18
1067	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	68168	2006	PCI	H3-45	2PCH349861010566	P800826	IL	781,704	6	INACTIVE-LONG TERM OOS	SD-PREVH3	57	NO		18
1068	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	68169	2006	MCI	D4505	1M86DMPA57P057544	P800827	IL	1,125,270	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
1069	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	68170	2006	MCI	D4505	1M86DMPA77P057545	P800828	IL	1,116,994	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
1070	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	68171	2006	MCI	D4505	1M86DMPA9P075746	P1023053	IL	1,133,539	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4505	55	YES		18
1071	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	CAM LEASING LLC	68172	2006	MCI	D4505	1M86DMPA07P057547	P800830	IL	1,175,731	6	INACTIVE-LONG TERM OOS	SD-MCID4505	55	YES		18
1072	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	68261	2017	MCI	J4500	2MG3JM8A4HW068261	P952288	IL	642,829	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES		7
1073	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	68262	2017	MCI	J4500	2MG3JM8A6HW068262	P952289	IL	652,359	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES		7
1074	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	68265	2017	MCI	J4500	2MG3JM8A1HW068265	P952290	IL	615,761	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES		7
1075	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	68266	2017	MCI	J4500	2MG3JM8A3HW068266	P952291	IL	624,527	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES		7
1076	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	68267	2017	MCI	J4500	2MG3JM8A5HW068267	P952292	IL	711,092	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES		7
1077	Core	Leased	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN		69374	2019	MCI	J4500	2MG3JMA0K0W069374	P1034306	IL	551,758	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES	CAPITAL/WINTRUSTSCH 4	5
1078	Core	Leased	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN		69375	2019	MCI	J4500	2MG3JMA2K0W069375	P1034307	IL	521,645	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES	CAPITAL/WINTRUSTSCH 4	5
1079	Core	Leased	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN		69472	2019	MCI	J4500	2MG3JMA0K0W069472	P1034298	IL	509,926	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	56	YES	CAPITAL/WINTRUSTSCH 5	5
1080	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN	COACH LEASING INC	70321	2005	MCI	D4500	1M8PDMPA95P056561	P927672	IL	1,202,077	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4500	55	YES		19
1081	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70323	2005	MCI	D4500	1M8PDMPA25P056563	P927673	IL	1,034,880	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		19
1082	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70327	2005	MCI	D4500	1M8PDMPAAX5P056567	P927674	IL	1,077,159	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		19
1083	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70329	2005	MCI	D4500	1M8PDMPA35P056569	P927675	IL	1,058,182	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		19
1084	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70945	2000	MCI	102DL3	1M8PDMPA0YP053066	P365463	IL	1,015,787	61	INACTIVE-BEING USED FOR PARTS	SD-MCI102DL3	55	YES		24
1085	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70973	2000	MCI	102DL3	1M8PDMPA8YP053073	P932341	IL	1,092,113	5	INACTIVE-SURPLUS-RESERVE	SD-MCI102DL3	55	YES		24
1086	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70978	2003	MCI	D4500	1M8PDMPA0K0P055940	P927676	IL	894,827	6	INACTIVE-LONG TERM OOS	SD-MCID4500	55	YES		21
1087	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70981	2003	MCI	D4500	1M8PDMPA13P055773	P888995	IL	936,498	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		21
1088	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70983	2003	MCI	D4500	1M8PDMPA13P055692	P882535	IL	898,735	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		21
1089	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70984	2003	MCI	D4500	1M8PDMPAAX3P055691	P882536	IL	1,084,012	6	INACTIVE-LONG TERM OOS	SD-MCID4500	55	YES		21
1090	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70985	2003	MCI	D4500	1M8PDMPA53P055694	P926105	IL	1,015,449	61	INACTIVE-BEING USED FOR PARTS	SD-MCID4500	55	YES		21
1091	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70986	2003	MCI	D4500	1M8PDMPAAX3P055853	P888987	IL	1,035,216	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		21
1092	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70987	2003	MCI	D4500	1M8PDMPA53P055839	P888988	IL	901,392	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		21
1093	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70988	2003	MCI	D4500	1M8PDMPA53P055775	P882537	IL	901,873	5	INACTIVE-SURPLUS-RESERVE	SD-MCID4500	55	YES		21
1094	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	COACH LEASING INC	70989	2003	MCI	D4500	1M8PDMPAAX3P055772	P888996	IL	1,143,479	6	INACTIVE-LONG TERM OOS	SD-MCID4500	55	YES		21
1095	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71302	2001	ALE	DOUBLE DECKER	SFD125DL5YGT71211	10982PT	IL	324,327	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1096	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71304	2001	ALE	DOUBLE DECKER	SFD125DL8YGT71204	10984PT	IL	121,817	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1097	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71312	2001	ALE	DOUBLE DECKER	SFD125DL8YGT71218	23423PT	IL	213,922	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1098	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71313	2001	ALE	DOUBLE DECKER	SFD125DLXYGT71219	11161PT	IL	146,682	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1099	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71318	2001	ALE	DOUBLE DECKER	SFD125DL5YGT71225	11157PT	IL	263,361	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1100	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71319	2001	ALE	DOUBLE DECKER	SFD125DL7YGT71226	11158PT	IL	188,885	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1101	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71321	2001	ALE	DOUBLE DECKER	SFD125DL3YGT71210	23422PT	IL	187,629	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1102	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71324	2001	ALE	DOUBLE DECKER	SFD125DL9YGT71227	10989PT	IL	213,328	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1103	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71331	2001	ALE	DOUBLE DECKER	SFD125DL71GT71277	23424PT	IL	121,438	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1104	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71332	2001	ALE	DOUBLE DECKER	SFD125DL91GT71278	10993PT	IL	228,889	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1105	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH	WISCONSIN COACH	WISCONSIN	TRT TRANSPORTATION INC	71337	2001	ALE	DOUBLE DECKER	SFD125DL61GT71285	10992PT	IL	186,545	5	INACTIVE-SURPLUS-RESERVE	DD-ALEX	85	YES		23
1106	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN		81301	2006	FRD	E350	1FBSS31L66DA81301	495LWY	WI	170,841	3	ACTIVE-COACH USA OWNED VEHICLE	VAN	15	YES		18
1107	Core	Owned	Wisconsin Coach Lines, Inc.	WISCONSIN COACH		WISCONSIN		81302	2006	FRD	E350	1FBSS31L86DA81302	496LWY	WI	252,302	3	ACTIVE-COACH USA OWNED VEHICLE	VAN	15	YES		18
1108	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL		MEGABUSNE		DD856	2015	VAN	TD925	YE2DH13B3F2042856	P886435	IL	921,953	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		9
1109	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL		MEGABUSNE		DD861	2015	VAN	TD925	YE2DH13B7F2042861	P1160875	IL	890,763	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		9
1110	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL		MEGABUSNE		DD866	2016	VAN	TD925	YE2DH82B1G2042866	P797220	IL	1,018,891	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		8
1111	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL		MEGABUSNE		DD878	2016	VAN	TD925	YE2DH82B8G2042878	P1181877	IL	936,116	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		8
1112	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL		MEGABUSNE		DD924	2017	VAN	TD925	YE2DH82B9H2042924	P935797	IL	627,604	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		7
1113	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL		MEGABUSNE		DD925	2017	VAN	TD925	YE2DH82B0H2042925	P935798	IL	622,850	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		7
1114	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL		MEGABUSNE		DD926	2017	VAN	TD925	YE2DH82B2H2042926	P935799	IL	682,679	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		7
1115	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL		MEGABUSNE		DD927	2017	VAN	TD925	YE2DH82B4H2042927	P935800	IL	786,066	3	ACTIVE-COACH USA OWNED VEHICLE	DD-TD925	81	YES		7
1116	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA		49639	2018	VAN	CX45	YE2XC82B713049639	P982718	IL	363,928	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 3	6
1117	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA		49773	2018	VAN	CX45	YE2XC82B013049773	P982719	IL	461,114	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH 3	6

#	Core vs. Non-Core	Leased v. Owned	Legal Entity	Location Name - Assigned PM	Stored Location	Department ID	Title Owner	Equipment ID	Year	Make	Model	Serial Number	License Plate	State	Odometer as of May, 2024	Status	Life Cycle Status Description	Asset Category	Seats	ADA	Lease/Agency Owned ID	Age of Vehicles (Years)
1118	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA		49774	2018	VAN	CX45	YE2XC82B2J3049774	P982720	IL	340,749	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH3	6
1119	Core	Owned	Dillon's Bus Service, Inc.	DILLON'S BUS		DIL-MTA		49775	2018	VAN	CX45	YE2XC82B4J3049775	P982721	IL	407,414	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHCX45	56	YES	CAPITAL/WINTRUSTSCH3	6
1120	Core	Owned	Powder River	POWDER RIVER - BILLINGS		PR		58973	2009	MCI	D4505	1M86DMEA39P058973	P676401	IL	942,107	35	REFURBISHMENT	SD-MCID4505	56	YES	0	15
1121	Core	Owned	Butler	BUTLER-ERIE		BUTLERERIE		05285	2022	MCI	D4520	1M8D5W915NC105285	P1182498	IL	109,584	3	ACTIVE-COACH USA OWNED VEHICLE	SD-MCID4520	56	YES	CAPITAL/WINTRUSTSCH4	2
1122	Core	Owned	Kerrville, Inc.	KERRVILLE		KERR-LST		46342	2012	VAN	C2045L	YE2CC2BB7C2046342	P981316	IL	1,155,612	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	YES		12
1123	Core	Owned	Kerrville, Inc.	KERRVILLE		KERR-LST		46343	2012	VAN	C2045L	YE2CC2BB9C2046343	P981317	IL	1,154,316	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	57	YES		12
1124	Core	Owned	Pacific Coast	PACIFIC COAST-BAKERSFIELD		PC-CHARTER		46351	2013	VAN	C2045	YE2CC2BB6D2046351	P802812	IL	1,188,780	3	ACTIVE-COACH USA OWNED VEHICLE	SD-VHC2045	56	NO		11
1125	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL	MEGABUS NE-ELIZABETH	MEGABUSNE		DD577	2012	VAN	TD925	YE2DG13B1C2042577	P911484	IL	1,111,517	62	INACTIVE-LITIGATION HOLD	DD-TD925	81	YES		12
1126	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL	MEGABUS NE-PAULSBORO	MEGABUSNE		DD579	2012	VAN	TD925	YE2DG13B5C2042579	P1177966	IL	1,169,436	62	INACTIVE-LITIGATION HOLD	DD-TD925	81	YES		12
1127	Core	Owned	Megabus Northeast, LLC	MEGABUS NE ALL	SHORT LINE - MAHWAH	MEGABUSNE		DD779	2015	VAN	TD925	YE2DH13B0F2042779	P873357	IL	767,273	62	INACTIVE-LITIGATION HOLD	DD-TD925	81	YES		9

Schedule 4.10 (a): Non-Revenue Vehicles

Location Name	Equipment ID	Year	Make	Model	Serial Number	License Number	State	Life Cycle Status Description	Odometer
MEGABUS HOUSTON	KBC386	2012	CMD	SILVERADO	1GC2CVC6C2318386	BGV1368	TX	ACTIVE-NON REV VEHICLES	86,371
MEGABUS NE-ELIZABETH	104998	2012	GMC	TRUCK	1GD312CG0CF104998	RT75207		ACTIVE-NON REV VEHICLES	92,730
MEGABUS NE-ELIZABETH	20292	2015	DTD	RAM	3C6TRVPG4FE520292	XJPE21	NJ	ACTIVE-NON REV VEHICLES	178,865
MEGABUS NE-ELIZABETH	22082	2015	JEEP	CHEROKEE	1C4RJFBG0FC922082	V34 FZY	NJ	ACTIVE-NON REV VEHICLES	42,633
MEGABUS NE-ELIZABETH	542437	2017	DTD	CHARGER	2C3CDXFG4HH542437	T45HZJ	NJ	ACTIVE-NON REV VEHICLES	262,372
MEGABUS NE-ELIZABETH	58764	2008	FRD	VAN	1FBNE31L98DA58764	39490M5	MD	PARKED-NON REV-OUT OF SERVICE	281,019
MEGABUS NE-ELIZABETH	59776	2008	FRD	FUSION	3FAHP06Z88R259776	YTF36M	NJ	ACTIVE-NON REV VEHICLES	136,140
MEGABUS NE-ELIZABETH	637	1999	FRD	F250	1FTNF21F4XEC95698	X8194H	NJ	ACTIVE-NON REV VEHICLES	171,602
MEGABUS NE-ELIZABETH	66139	2012	KIA	SPORTAGE	5XYKWDA23CG266139	L52NTM	NJ	ACTIVE-NON REV VEHICLES	109,646
MEGABUS NE-ELIZABETH	MB14	2015	CHEV	CRUZE	1G1PA5SG0F7197019	X89FLB		ACTIVE-NON REV VEHICLES	199,550
MEGABUS NE-ELIZABETH	MB15	2015	CHEV	CRUZE	1G1PA5SG4F7199002	X91FLD	NJ	ACTIVE-NON REV VEHICLES	215,415
MEGABUS NE-ELIZABETH	MB16	2016	DTD	DART	1C3CDFB86GD505857	F16GSH		ACTIVE-NON REV VEHICLES	155,918
MEGABUS NE-ELIZABETH	MB17	2016	DTD	DART	1C3CDFAA0GD565528	F22GSH	NJ	ACTIVE-NON REV VEHICLES	149,840
MEGABUS NE-ELIZABETH	MB18	2016	DTD	DART	1C3CDFAA7GD565526	Z66HNN	NJ	ACTIVE-NON REV VEHICLES	153,000
MEGABUS NE-ELIZABETH	MB19	2016	DTD	DART	1C3CDFB84FD403004	A12GWD	NJ	ACTIVE-NON REV VEHICLES	182,044
MEGABUS NE-ELIZABETH	MB20	2016	DTD	DART	1C3CDFAA9GD565527	F17GSH	NJ	ACTIVE-NON REV VEHICLES	171,451
MEGABUS NE-ELIZABETH	MB21	2016	DTD	DART	1C3CDFB88GD505858	F23GSH	NJ	PARKED-NON REV-OUT OF SERVICE	167,500
MEGABUS NE-ELIZABETH	MB22	2016	DTD	DART	1C3CDFB82FD403017	F18GSH	NJ	ACTIVE-NON REV VEHICLES	95,060
MEGABUS NE-ELIZABETH	MB23	2016	DTD	DART	1C3CDFB86GD505860	F21GSH	NJ	ACTIVE-NON REV VEHICLES	215,150
MEGABUS NE-ELIZABETH	MB24	2016	DTD	DART	1C3CDFAA5GD565525	F13GSH	NJ	ACTIVE-NON REV VEHICLES	209,615
MEGABUS NE-ELIZABETH	MB25	2016	DTD	DART	1C3CDFAA5GD591915	F15GSH		ACTIVE-NON REV VEHICLES	206,257
MEGABUS NE-ELIZABETH	MB29	2017	DTD	JOURNEY	3C4PDCAB0HT606580	T79HZJ	NJ	ACTIVE-NON REV VEHICLES	234,583
MEGABUS NE-ELIZABETH	MB30	2017	DTD	JOURNEY	3C4PDCAB4HT606579	T78HZJ	NJ	ACTIVE-NON REV VEHICLES	273,899
MEGABUS NE-ELIZABETH	MB33	2017	JEEP	RENEGADE	ZACCJAAB0HPPF15926	T77HZJ	NJ	ACTIVE-NON REV VEHICLES	285,554
MEGABUS NE-ELIZABETH	MB34	2017	JEEP	RENEGADE	ZACCJAAB6HPPF42631	T81HZJ	NJ	ACTIVE-NON REV VEHICLES	236,145
MEGABUS NE-ELIZABETH	MB35	2017	JEEP	RENEGADE	ZACCJAABXHPF13777	T76HZJ	NJ	ACTIVE-NON REV VEHICLES	150,700
MEGABUS NE-ELIZABETH	MB36	2017	JEEP	RENEGADE	1C4NJPBAXHD156701	T75HZJ	NJ	PARKED-NON REV-OUT OF SERVICE	218,734
MEGABUS NE-ELIZABETH	MB37	2012	CHEV	IMPALA	2G1WASE30C1173607	P77BYU	NJ	PARKED-NON REV-OUT OF SERVICE	290,889
MEGABUS NE-ELIZABETH	MB38	2018	DTD	JOURNEY	3C4PDCAB0JT218318	C42KES		ACTIVE-NON REV VEHICLES	182,002
MEGABUS NE-ELIZABETH	MB39	2018	DTD	JOURNEY	3C4PDCAB0JT218321	C58KES	NJ	ACTIVE-NON REV VEHICLES	168,587
MEGABUS NE-ELIZABETH	MB41	2018	CHEV	TRAX	3GNCJKSB5JL310967	C57KES		ACTIVE-NON REV VEHICLES	161,908
MEGABUS NE-ELIZABETH	MB43	2018	DTD	JOURNEY	3C4PDCAB8JT236436	C35KES	NJ	ACTIVE-NON REV VEHICLES	233,461
MEGABUS NE-ELIZABETH	MB44	2018	CHEV	TRAX	3GNCJKSBXJL325139	C56KES		ACTIVE-NON REV VEHICLES	173,476
MEGABUS NE-ELIZABETH	MB45	2018	JEEP	RENEGADE	ZACCJAB5JPH01733	C62KES	NJ	ACTIVE-NON REV VEHICLES	98,879
MEGABUS NE-ELIZABETH	MB46	2020	FRD	FUSION HYBRID	3FA6P0LU4LR197284	Z32SBS	NJ	ACTIVE-NON REV VEHICLES	33,271
MEGABUS NE-ELIZABETH	MB4634	2015	FRD	F350	1FDRF3HT0FEC39173	XCUH13	NJ	ACTIVE-NON REV VEHICLES	42,878

MEGABUS NE-ELIZABETH	MB47	2020	FRD	FUSION HYBRID	3FA6P0LU5LR178341	Z305BS	NJ	ACTIVE-NON REV VEHICLES	28,383
MEGABUS NE-ELIZABETH	MB48	2020	FRD	FUSION HYBRID	MAJ3S2GE9MC446033	Z335BS		ACTIVE-NON REV VEHICLES	20,733
MEGABUS NE-ELIZABETH	MB49	2020	FRD	FUSION HYBRID	1MAJ3S2GE0MC446034	Z345BS	NJ	ACTIVE-NON REV VEHICLES	16,147
MEGABUS NE-ELIZABETH	MB50	2020	FRD	FUSION HYBRID	3FA6P0LU1LR183309	Z315BS	NJ	ACTIVE-NON REV VEHICLES	36,211
MEGABUS NE-ELIZABETH	RS3	2015	CHRY	200	1C3CCAB1FN654236	X90FLD		ACTIVE-NON REV VEHICLES	305,000
MEGABUS NE-LANDOVER	435	2006	FRD	E350	1FBSS31L96DB40101	BA84563	PA	ACTIVE-NON REV VEHICLES	108,819
MEGABUS NE-LANDOVER	MB28	2017	DTD	JOURNEY	3C4PDCAB8HT606584	T80HZJ	NJ	ACTIVE-NON REV VEHICLES	77,014
MEGABUS NE-PAULSBORO	40817	2016	HON	CRV	5J6RM4H3XGL040817	N18GPJ	NJ	ACTIVE-NON REV VEHICLES	151,189
MEGABUS NE-PAULSBORO	43212	2012	FRD	F250	1FTBF2B63CEA43212	9AL6657	MD	ACTIVE-NON REV VEHICLES	77,903
COACH CANADA -KINGSTON	4461	2008	FRD	F350	1FTWF31R38EC29584	BC-27050	ON	ACTIVE-NON REV VEHICLES	130,033
COACH CANADA -KINGSTON	4467	2012	DTD	CARAVAN	2C4RDGBG3CR255878	CXVE316	ON	ACTIVE-NON REV VEHICLES	347,956
COACH CANADA-MONTREAL	21106	2006	FRD	F250	1FTSW21PX6EC49139	L464026-4	QC	PARKED-NON REV-OUT OF SERVICE	79,421
COACH CANADA-MONTREAL	4463	2009	DTD	CARAVAN	2D8HN44E99R694872	FLV5845-3	QC	ACTIVE-NON REV VEHICLES	425,778
COACH CANADA-ONTARIO	33179	2012	SUB	WAGON	4S3BMGB65C3033179	BPXZ 671	ON	ACTIVE-NON REV VEHICLES	177,128
COACH CANADA-ONTARIO	4412	2006	FRD	F350	1FTWF31P26EC83941	6462TC	ON	ACTIVE-NON REV VEHICLES	153,026
COACH CANADA-ONTARIO	4459	2006	FRD	F350	1FTWF31P06EA00212	AC61125	ON	PARKED-NON REV-OUT OF SERVICE	259,678
COACH CANADA-ONTARIO	4462	2008	FRD	F350	1FTWF31R58EC29585	4028 VM	ON	ACTIVE-NON REV VEHICLES	191,594
COACH CANADA-ONTARIO	4464	2010	DTD	CARAVAN	2D4RN4DE4AR292073	B5CN119	ON	ACTIVE-NON REV VEHICLES	237,932
COACH CANADA-ONTARIO	4466	2010	DTD	CARAVAN	2D4RN4DE1AR472708	CLAL 590	ON	ACTIVE-NON REV VEHICLES	513,480
COACH CANADA-ONTARIO	4469	2016	DTD	CARAVAN	2C4RDGDG2GR381541	CCYM 521	ON	ACTIVE-NON REV VEHICLES	195,788
COACH CANADA-ONTARIO	4470	2017	DTD	CARAVAN	2C4RDGBG9HR741585	CCYM507	ON	ACTIVE-NON REV VEHICLES	225,553
COMMUNITY TRANSIT	13795	2017	DTD	RAM	ZFBERFAB6H6E13795	R54MBY	NJ	ACTIVE-NON REV VEHICLES	140,508
COMMUNITY TRANSIT	13844	2017	DTD	RAM	ZFBERFAB4H6E13844	R53MBY	NJ	ACTIVE-NON REV VEHICLES	136,607
COMMUNITY TRANSIT	1402	2020	FRD	FUSION	3FA6P0SU8LR101402	L54MLP	NJ	ACTIVE-NON REV VEHICLES	58,899
COMMUNITY TRANSIT	16173	2014	FRD	FOCUS	1FADP3E2XEL416173	R29EUA	NJ	PARKED-NON REV-OUT OF SERVICE	-
COMMUNITY TRANSIT	18912	2022	FRD	ESCAPE	1FMCU0KZ9NUA18912	M72PWA	NJ	ACTIVE-NON REV VEHICLES	38,770
COMMUNITY TRANSIT	20877	2014	FRD	ESCAPE	1FMCU0GX7EUB20877	H42DTY	NJ	PARKED-NON REV-OUT OF SERVICE	157,196
COMMUNITY TRANSIT	27415	2022	FRD	ESCAPE	1FMCU9BZ1NUA27415	M71PWA	NJ	ACTIVE-NON REV VEHICLES	52,137
COMMUNITY TRANSIT	2872	2017	DTD	RAM	ZFBERFAB9H6E02872	R62MBY	NJ	PARKED-NON REV-OUT OF SERVICE	219,753
COMMUNITY TRANSIT	2877	2017	DTD	RAM	ZFBERFAB8H6E02877	R55MBY	NJ	PARKED-NON REV-OUT OF SERVICE	122,905
COMMUNITY TRANSIT	417	2004	FRD	F350	1FTSF31L14EE06802	U22HCP	NJ	PARKED-NON REV-OUT OF SERVICE	48,360
COMMUNITY TRANSIT	42798	2013	FRD	ESCAPE	1FMCU9GX7DUB42798	P87CTL	NJ	ACTIVE-NON REV VEHICLES	239,670
COMMUNITY TRANSIT	51926	2018	FRD	F250	1FT7X2B68JEC51926	S51KTX	NJ	ACTIVE-NON REV VEHICLES	130,815
COMMUNITY TRANSIT	5635	2010	NABI	416.03	1N9416037AA140277	OYB2006	NJ	ACTIVE-NON REV VEHICLES	513,098
COMMUNITY TRANSIT	5636	2010	NABI	416.03	1N9416039AA140278	OYB2009	NJ	ACTIVE-NON REV VEHICLES	10,512
COMMUNITY TRANSIT	72976	2007	FRD	F250	1FTSX20568EA72976	XM438Z	NJ	ACTIVE-NON REV VEHICLES	207,435

COMMUNITY TRANSIT	72993	2020	CHEV	EQUINOX	2GNAXHEV4L6272993	L61NAD	NJ	ACTIVE-NON REV VEHICLES	80,630
COMMUNITY TRANSIT	79117	2014	FRD	FOCUS	1FADP3E24EL279117	R30EUA	NJ	PARKED-NON REV-OUT OF SERVICE	125,262
COMMUNITY TRANSIT	95699	1999	FRD	F250	1FTNF21F6XEC95699	X68F76	NJ	ACTIVE-NON REV VEHICLES	125,994
COMMUNITY TRANSIT	97404	2018	FRD	F350	1FT7W2B66JEC97404	N80KSE	NJ	ACTIVE-NON REV VEHICLES	46,220
COMMUNITY TRANSIT	R1	2010	FRD	FOCUS	1FAHP3EN4AW248065	K41ABS	NJ	ACTIVE-NON REV VEHICLES	152,256
COMMUNITY TRANSIT	R3	2010	FRD	FOCUS	1FAHP3EN1AW285283	X90FLD	NJ	PARKED-NON REV-OUT OF SERVICE	120,217
COMMUNITY TRANSIT	R6	2012	FRD	FOCUS	1FAHP3E28CL259905	Y59BYF	NJ	PARKED-NON REV-OUT OF SERVICE	120,643
DILLON'S BUS	2519	2016	FRD	4S	1FA6P0H79G5102519	9DM9149	MD	ACTIVE-NON REV VEHICLES	141,574
DILLON'S BUS	36767	2014	FRD	TRANSIT	NM0GS9F73E1136767	3EB2266	MD	ACTIVE-NON REV VEHICLES	221,329
DILLON'S BUS	36986	2014	FRD	TRANSIT	NM0GS9F74E1136986	1EE0944	MD	ACTIVE-NON REV VEHICLES	225,616
DILLON'S BUS	37440	2022	FRD	F250	1FDBF2B61NEF37440	4FG0679	MD	ACTIVE-NON REV VEHICLES	5,209
DILLON'S BUS	3866	2008	GMC	SIERRA	1GDHK33618F103866	8FG7526	MD	PARKED-NON REV-OUT OF SERVICE	221,185
DILLON'S BUS	454	2007	FRD	E350	1FBNE31L07DA42659	2FJ8399	MD	ACTIVE-NON REV VEHICLES	140,452
DILLON'S BUS	49231	2016	FRD	4S	3FA6P0H79GR349231	8DM1829	MD	ACTIVE-NON REV VEHICLES	90,832
DILLON'S BUS	5808	2012	FRD	F350	1FDRF3HT1CEB25808	7AW-4920	MD	ACTIVE-NON REV VEHICLES	127,847
DILLON'S BUS	5878	2010	FRD	F250	1FTNF2B54AE05878	5CA7898	MD	ACTIVE-NON REV VEHICLES	102,042
DILLON'S BUS	5965	2006	MER	GRAND MARQUIS	2MEFM74WX6X605965	3CJ2467	MD	PARKED-NON REV-OUT OF SERVICE	369,909
DILLON'S BUS	6814	2012	FRD	F350	1FDRF3HT7CEC06814	7AW-4919	MD	PARKED-NON REV-OUT OF SERVICE	165,738
DILLON'S BUS	6991	2012	FRD	FOCUS	1FAHP3E20CL306991	8DE5569	MD	PARKED-NON REV-OUT OF SERVICE	117,800
DILLON'S BUS	8933	2010	FRD	E350	1FBNE3BL7ADA88933	8FG7527	MD	ACTIVE-NON REV VEHICLES	146,255
DILLON'S BUS	93498	2021	FRD	EXPLORER	1FM5K8DH9MG893498	2EV9708	MD	ACTIVE-NON REV VEHICLES	29,640
DILLON'S-TOWSON	18800	2022	FRD	ESCAPE	1FMCU0EZ4NUA18800	5EZ3672	MD	ACTIVE-NON REV VEHICLES	15,107
DILLON'S-TOWSON	18875	2022	FRD	ESCAPE	1FMCU0EZ2NUA18875	5EZ3670	MD	ACTIVE-NON REV VEHICLES	14,432
DILLON'S-TOWSON	21817	2022	FRD	ESCAPE	1FMCU0EZ3NUA21817	5EZ3669	MD	ACTIVE-NON REV VEHICLES	14,625
DILLON'S-TOWSON	22054	2022	FRD	ESCAPE	1FMCU0EZ4NJA22054	5EZ3671	MD	ACTIVE-NON REV VEHICLES	13,218
DILLON'S-TOWSON	65552	2021	FRD	F250	1FTBF2B62MED65552	2EV9707	MD	ACTIVE-NON REV VEHICLES	8,759
DILLON'S-TOWSON	95701	2015	FRD	TAURUS	1FAHP2E86FG195701	5CV5382	MD	ACTIVE-NON REV VEHICLES	83,880
ELKO	26952	2011	FRD	F350	1FD8X3F67BEB26952	314XUF	NV	ACTIVE-NON REV VEHICLES	264,894
ELKO	58790E	2013	FRD	EXPLORER	1FM5K8B86DGB58790	030 YNR	NV	ACTIVE-NON REV VEHICLES	200,234
ELKO	77757	2013	FRD	EXPLORER	1FM5K8B84DGB77757	028 YNR	NV	ACTIVE-NON REV VEHICLES	172,565
ELKO-WINNEMUCCA	80581	2013	FRD	EXPLORER	1FM5K8B84DGC80581	337LHZ	NV	ACTIVE-NON REV VEHICLES	154,710
ELKO-WINNEMUCCA	84721	2013	FRD	EXPLORER	1FM5K8B87DGB84721	029 YNR	NV	ACTIVE-NON REV VEHICLES	157,639
ELKO-WINNEMUCCA	86937	2011	FRD	F350	1FDRF3F60BEC86937	315 XUF	NV	ACTIVE-NON REV VEHICLES	132,735
MEGABUS NE-ELIZABETH	22082	2015	JEEP	CHEROKEE	1C4RJFBG0FC922082	V34 FZY	NJ	ACTIVE-NON REV VEHICLES	42,633
OLYMPIA TRAILS	68706	2007	INT	INT	1HTMMAAN47H468706	P948951	IL	ACTIVE-NON REV VEHICLES	171,490
OLYMPIA TRAILS	89683	2013	CMD	EXPRESS	1GAZGYFG0D1189683	DFN4955	TX	ACTIVE-NON REV VEHICLES	184,643
OLYMPIA TRAILS	NAE1	2019	FRD	TRANSIT	NM0GE9E25K1391641	XGLG70	NJ	ACTIVE-NON REV VEHICLES	39,298
OLYMPIA TRAILS	NAE2	2019	FRD	TRANSIT	NM0GS9E23K1386642	XGLG71	NJ	ACTIVE-NON REV VEHICLES	83,762
OLYMPIA TRAILS	RS2	2008	FRD	TAURUS	1FAHP24W48G160612	V40AFA	NJ	PARKED-NON REV-OUT OF SERVICE	269,710

ORACLE CO. OPERATING UNIT	37577	2014	FRD	EXPEDITION	1FMJU1J50EEF37577	R40JFR	NJ	ACTIVE-NON REV VEHICLES	125,019
ORACLE CO. OPERATING UNIT	80284	2021	JEEP	CHEROKEE	1C4RJFBG6MC780284	F71PCT	NJ	ACTIVE-NON REV VEHICLES	2,757
PERFECT BODY	18143	2013	GMC	PICKUP	1GTR2TE77DZ318143	Z32DDY	NJ	ACTIVE-NON REV VEHICLES	107,290
ROCKLAND COACH	37710	2018	FRD	FUSION	3FA6P0HD2JR237710	N79KSE	NJ	ACTIVE-NON REV VEHICLES	126,417
SHORT LINE - MAHWAH	78938	2002	FRD	TRUCK	1FDNX21L22EC78938	X7177P	NJ	PARKED-NON REV-OUT OF SERVICE	150,115
SHORT LINE - CHESTER	2555	2017	FRD	ESCAPE	1FMCU9GD4JUB02555	A55-JVC	NJ	ACTIVE-NON REV VEHICLES	112,351
SHORT LINE - CHESTER	36769	2014	FRD	TRANSIT	NM0GS9F77E1136769	KSA9241	NY	ACTIVE-NON REV VEHICLES	197,950
SHORT LINE - CHESTER	36776	2014	FRD	TRANSIT	NM0GS9F74E1136776	KSA9242	NY	ACTIVE-NON REV VEHICLES	193,023
SHORT LINE - CHESTER	40529	2018	FRD	ESCAPE	1FMCU9GD4JUD40529	JCK3146	NY	ACTIVE-NON REV VEHICLES	96,357
SHORT LINE - CHESTER	41794	2012	FRD	FUSION	3FAHP0GA6CR241794	H55BSR	NJ	PARKED-NON REV-OUT OF SERVICE	-
SHORT LINE - CHESTER	44592	2009	FRD	F250	1FTNF21529EA44592	XS981S	NJ	ACTIVE-NON REV VEHICLES	160,046
SHORT LINE - CHESTER	60121	2023	FRD	F250	1FTBF2BA8PEC60121	XNNR51	NJ	ACTIVE-NON REV VEHICLES	12,839
SHORT LINE - CHESTER	730	2012	FRD	PICKUP	1FTBF2B68CEA00730	XY665R	NJ	ACTIVE-NON REV VEHICLES	152,805
SHORT LINE - CHESTER	89789	2018	FRD	FUSION	3FA6P0H75JR189789	S19JZL	NJ	ACTIVE-NON REV VEHICLES	120,222
SUBURBAN TRANSIT	14826	2022	HON	CRV	7FARW2H5XNE014826	V48PSV	NJ	ACTIVE-NON REV VEHICLES	22,481
SUBURBAN TRANSIT	23136	2013	FRD	FIESTA	3FADP4BJ5DM223136	G61DSS	NJ	ACTIVE-NON REV VEHICLES	272
SUBURBAN TRANSIT	2431	2022	FRD	ESCAPE	1FMCU9G68NUA02431	K59PRT	NJ	ACTIVE-NON REV VEHICLES	65,071
SUBURBAN TRANSIT	27010	2013	FRD	F250	1FT7X2B60DEB27010	XARB79	NJ	ACTIVE-NON REV VEHICLES	100,762
SUBURBAN TRANSIT	30064	2015	FRD	TAURUS	1FAHP2E87FG130064	N18NWB	NJ	ACTIVE-NON REV VEHICLES	249,556
SUBURBAN TRANSIT	32048	2022	FRD	EXPLORER	1FMSKBDH5NGA32048	S42PWB	NJ	ACTIVE-NON REV VEHICLES	40,632
SUBURBAN TRANSIT	36361	2016	FRD	FOCUS	1FADP3F23GL336361	N15NWD	NJ	ACTIVE-NON REV VEHICLES	182,668
SUBURBAN TRANSIT	38154	2018	FRD	EXPLORER	1FM5K8D89JGB38154	C67KED	NJ	ACTIVE-NON REV VEHICLES	136,188
SUBURBAN TRANSIT	4725	2022	FRD	ESCAPE	1FMCU9G62NUA04725	K61PRT	NJ	ACTIVE-NON REV VEHICLES	39,711
SUBURBAN TRANSIT	49290	2015	FRD	F25	1FT7X2B62FEC49290	XCTD18	NJ	ACTIVE-NON REV VEHICLES	165,168
SUBURBAN TRANSIT	60787	2015	FRD	TAURUS	1FAHP2E8XFG160787	K27GHV	NJ	ACTIVE-NON REV VEHICLES	133,275
SUBURBAN TRANSIT	66397	2016	FRD	EXPLORER	1FM5K8DHOHGA66397	G14HDA	NJ	ACTIVE-NON REV VEHICLES	143,479
SUBURBAN TRANSIT	7681	2022	FRD	ESCAPE	1FMCU9G61NUA07681	K60PRT	NJ	ACTIVE-NON REV VEHICLES	58,223
SUBURBAN TRANSIT	77653	2017	FRD	F250	1FT7W2B64HEE77653	XEZM88	NJ	ACTIVE-NON REV VEHICLES	66,283
SUBURBAN TRANSIT	80253	2018	HON	CRV	2HKRW2H5XH680253	G91KRN	NJ	ACTIVE-NON REV VEHICLES	53,586
SUBURBAN TRANSIT	89848	2023	CHEV	TRAVERSE	1GNEVHKWOPJ189848	N94RWW	NJ	ACTIVE-NON REV VEHICLES	12,000
SUBURBAN TRANSIT	93707	2018	FRD	ESCAPE	1FMCU0F75JUA93707	C66KED	NJ	ACTIVE-NON REV VEHICLES	105,921
TRAINING SCHOOL	63533	2006	MCI	J4500	2M93JMPA06W063533	P1000551	IL	ACTIVE-NON REV VEHICLES	1,026,466
TRAINING SCHOOL	70927	1998	MCI	102DL3	1M8PDMTA0WP050929	P904530	IL	ACTIVE-NON REV VEHICLES	979,434
TRAINING SCHOOL	70967	1997	MCI	102DL3	1M8PDMTA4VP049944	P357324	IL	ACTIVE-NON REV VEHICLES	604,109
TRAINING SCHOOL	TS374	2013	FRD	E350	1FBNE3BL7DDA78374	XGN-G50	NJ	ACTIVE-NON REV VEHICLES	142,031
VAN GALDER	119	2008	TOY	COROLLA	2T1BR32E88C879502	ALK-7287	WI	ACTIVE-NON REV VEHICLES	155,075
VAN GALDER	1437	2015	MAZ	5	JM1CW2BL6F0182939	ASA-7183	WI	ACTIVE-NON REV VEHICLES	259,806
VAN GALDER	1441	2015	MAZ	5	JM1CW2BL2F0183736	ARY6479	WI	ACTIVE-NON REV VEHICLES	252,301
VAN GALDER	1721	2006	CMD	TRUCK	1GBJK34276E133317	DG58923	WI	ACTIVE-NON REV VEHICLES	76,165

VAN GALDER	26020	2001	IZU	TRUCK	JALC4B14717006657	TK472LHK	IN	ACTIVE-NON REV VEHICLES	131,390
VAN GALDER	27234	2013	CHEV	SUBURBAN LTZ	1GNSKKE77DR327234	847-WSA	WI	ACTIVE-NON REV VEHICLES	153,108
VAN GALDER	31082	2016	FRD	FUSION	3FA6P0G70GR131082	ABH-7915	WI	ACTIVE-NON REV VEHICLES	154,813
VAN GALDER	35083	2013	CHEV	IMPALA	2G1WGE37D1235083	123-XBR	WI	ACTIVE-NON REV VEHICLES	378,204
VAN GALDER	36458	2008	CHEV	TRAILBLAZER	1GNDT13S482236458	ARB9350	WI	ACTIVE-NON REV VEHICLES	249,803
VAN GALDER	36899	2015	CHEV	MALIBU	1G11C5SL6FU136899	492XPR	WI	ACTIVE-NON REV VEHICLES	327,057
VAN GALDER	48324	2013	FRD	TRANSIT	NM0KS9CN7DT148324	ALK-7273	WI	ACTIVE-NON REV VEHICLES	215,528
VAN GALDER	50408	2015	CHEV	CRUZE	1G1PC5SB5F7250408	491XPR	WI	PARKED-NON REV-OUT OF SERVICE	204,233
VAN GALDER	60793	2015	CHEV	IMPALA	2G1WB5E30F1160793	495XPR	WI	ACTIVE-NON REV VEHICLES	397,200
VAN GALDER	63008	2014	CHEV	CRUZE	1G1PC5SB8E7363008	ATX6165	WI	ACTIVE-NON REV VEHICLES	265,199
VAN GALDER	63071	2013	DTD	GRANDCARAV AN	2C4RDGCG7DR563071	ATW4569	WI	ACTIVE-NON REV VEHICLES	319,489
VAN GALDER	707	2008	FRD	F250	1FTNF21518EE00707	251868	WI	ACTIVE-NON REV VEHICLES	74,383
VAN GALDER	741	2008	FRD	F250	1FTNF21518EE00741	740610	WI	ACTIVE-NON REV VEHICLES	79,071
VAN GALDER	79814	2015	CHEV	MALIBU	1G11C5SL1FF279814	ABE-7522	WI	ACTIVE-NON REV VEHICLES	305,176
WISCONSIN COACH	1439	2015	MAZ	5	JM1CW2BL8F0180853	E901439	IL	ACTIVE-NON REV VEHICLES	236,000
WISCONSIN COACH	1440	2015	MAZ	5	JM1CW2BL3F0182977	E901440	IL	ACTIVE-NON REV VEHICLES	198,466
WISCONSIN COACH	36531	2008	CHEV	SILV	1GCHK246X8E136531	TK483MWN		ACTIVE-NON REV VEHICLES	148,086
WISCONSIN COACH	37728	2007	CHEV	IMPALA	2G1WT58K579337728	266-XRF	WI	ACTIVE-NON REV VEHICLES	206,180
WISCONSIN COACH	56825	2013	CMD	SILVERADO	1GCOKVCG4DZ356825	KG3699	WI	ACTIVE-NON REV VEHICLES	29,586

SCHEDULE 4.11(a)(i): INTELLECTUAL PROPERTY – PATENTS

None.

SCHEDULE 4.11(a)(ii): INTELLECTUAL PROPERTY – TRADEMARK

See attached.

Schedule 4.11(a)(ii): Intellectual Property - Trademark

#	Core vs. Non-Core	Country	Name	Mark	Owner	Appl. No.	Appl. Date	Reg. No.	Registration Date	IC Classes	Next filing (latest date without paying additional fee)
1	Core	US	COACH USA & Design		Coach USA, Inc.	75/133,711	15-Jul-96	2,148,283	31-Mar-98	39	31-Mar-28
2	Core	US	COACH USA		Coach USA, Inc.	75/737,157	25-Jun-99	2,322,634	22-Feb-00	39	22-Feb-30
3	Core	US	Flying C Design		Coach USA, Inc.	75/778526	16-Aug-99	2,353,863	30-May-00	39	30-Oct-30
4	Core	US	COACH USA		Coach USA, Inc.	76/303,879	23-Aug-01	2,723,333	10-Jun-03	39	10-Jun-33
5	Core	US	C COACH USA & Design		Coach USA, Inc.	78/430,689	7-Jun-04	3,044,960	17-Jan-06	39	17-Jan-26
6	Core	US	COACH USA		Coach USA, Inc.	78/430,685	7-Jun-04	3,044,959	17-Jan-06	39	17-Jan-26
7	Core	US	C COACH USA & Design		Coach USA, Inc.	85/693,483	2-Aug-12	4416945	15-Oct-13	39	10-Dec-24
8	Core	US	C COACH USA & Design (Color)		Coach USA, Inc.	85/693,490	2-Aug-12	4,416,946	15-Oct-13	39	10-Dec-24

US Trademarks

#	Core vs. Non-Core	Country	Name	Mark	Owner	Appl. No.	Appl. Date	Reg. No.	Registration Date	IC Classes	Next filing (latest date without paying additional fee)
9	Core	US	NEWARK AIRPORT EXPRESS & Design		Coach USA, Inc.	78/132,857	3-Jun-02	2,750,365	12-Aug-03	39	Filed 7/12/2023
10	Core	US	NEWARK LIBERTY AIRPORT EXPRESS		Coach USA, Inc.	78/176,979	22-Oct-02	2,898,111	26-Oct-04	39	28-Oct-24
11	Core	US	Dillon's		Coach USA	76705554	3-Dec-10	3995486	19-Jul-11	39	21-Jul-31
12	Core	US	Dillon's with design		Coach USA	76705946	10-Jan-11	3995509	19-Jul-11	39	19-Jul-31
13	Core	US	DILLON'S BUS SERVICE, INC.		Coach USA	76705945	10-Jan-11	4027341	20-Sep-11	39	22-Sep-31
14	Core	US	DILLON'S BUS SERVICE, INC. With design		Coach USA	76705944	10-Jan-11	4027340	20-Sep-11	39	20-Sep-31
15	Core	US	DILLON'S BUS SERVICE, INC. With design		Coach USA	76705943	10-Jan-11	4027339	20-Sep-11	39	20-Sep-31

US Trademarks

#	Core vs. Non-Core	Country	Name	Mark	Owner	Appl. No.	Appl. Date	Reg. No.	Registration Date	IC Classes	Next filing (latest date without paying additional fee)
16	Core	US	SHORTLINE (Stylized)		Hudson Transit Lines, Inc.	72/260,746	14-Dec-66	0,891,407	19-May-70	39	20-May-30
17	Core	US	SL SHORTLINE & Design (SL in a circle)		Hudson Transit Lines, Inc.	85/023,280	26-Apr-10	3928054	8-Mar-11	39	8-Mar-30
18	Core	US	Coach USA Airport Express		Coach USA, Inc.	88/151,101	11-Oct-18	5803918	16-Jul-19	39	16-Jul-25
19	Core	US	Coach USA Airport Express		Coach USA, Inc.	88172898	29-Oct-18	5804009	16-Jul-19	39	16-Jul-25
20	Core	US	Coach USA Airport Express		Coach USA, Inc.	88172901	29-Oct-18	6,278,380	23-Feb-21	39	23-Feb-27
21	Core	US	Stewart Airport Express		Coach USA, Inc.	88/151,122	11-Oct-18	5747828	7-May-19	39	7-May-25

US Trademarks

#	Core vs. Non-Core	Country	Name	Mark	Owner	Appl. No.	Appl. Date	Reg. No.	Registration Date	IC Classes	Next filing (latest date without paying additional fee)
22	Core	US	Stewart Airport Express		Coach USA, Inc.	88172894	29-Oct-18	5832041	13-Aug-19	39	13-Aug-25
23	Core	US	MEGABUS		Coach USA Administration, Inc.	78/452033	7/16/2004	3027531	13-Dec-05	039. US 100 105	15-Dec-25
24	Core	US	Chuck Design		Coach USA Administration, Inc.	78/458889	7/29/2004	3100049	6-Jun-06	039. US 100 105	8-Jun-26
25	Core	US	MEGABUS.COM		Coach USA Administration, Inc.	85/232170	2/2/2011	4064747	29-Nov-11	039. US 100 105	1-Dec-31
26	Core	US	MEGABUS.COM FROM \$1** PLUS A RESERVATION FEE Color is not claimed as a feature of the mark. The mark consists of a drawing of a bus driver with a uniform and hat. The word "MEGABUS.COM" is written on a hat. The words "FROM \$1** PLUS A RESERVATION FEE" is written on front of driver's shirt in stylized lettering.		Coach USA Administration, Inc.	86074701	25-Sep-13	4651444	9-Dec-14	IC 039. US 100 105. G &	9-Dec-24

US Trademarks

#	Core vs. Non-Core	Country	Name	Mark	Owner	Appl. No.	Appl. Date	Reg. No.	Registration Date	IC Classes	Next filing (latest date without paying additional fee)
27	Core	US	FROM \$1**PLUS A RESERVATION FEE Color is not claimed as a feature of the mark. The mark consists of a drawing of a bus driver with a uniform and hat. The words "FROM \$1** PLUS A RESERVATION FEE" is written on front of driver's shirt in stylized lettering.		Coach USA Administration, Inc.	86074722	25-Sep-13	4651445	9-Dec-14	IC 039. US 100 105. G &	9-Dec-24
28	Core	US	Stay Connected		Coach USA Administration, Inc.	86117565	13-Nov-13	4525918	6-May-14	IC 039. US 100 105. G &	6-May-24
29	Core	US	Design Only		Coach USA Administration, Inc.	87/329389	2/8/2017	5,377,840	16-Jan-18	IC009 IC012	
30	Core	US	Megabus		Coach USA Administration, Inc.	87/329,307	8-Feb-17	5,373,185	9-Jan-18	IC 039. US 100 105. G &	9-Jan-24
31	Core	US	Ithaca Platinum Express Service		Coach USA, Inc.	88637881	1-Oct-19	6046629	5-May-20	IC 039. US 100 105. G &	5-May-26
32	Core	US	Custom Commute		Coach USA, Inc.	90204200	23-Sep-20	6457725	17-Aug-21	IC 039. US 100 105.	Aug. 17, 2027
33	Core	US	Voyavation		Coach USA, Inc.	90727639	21-May-21			IC 009	In process

US Trademarks

#	Core vs. Non-Core	Country	Name	Mark	Owner	Appl. No.	Appl. Date	Reg. No.	Registration Date	IC Classes	Next filing (latest date without paying additional fee)
34	Core	US	Destination Zero Back to Basics Trust Respect Communication Training		Coach USA, Inc.	98033908	8-Jun-23			IC 039. US 100 105.	In process
35	Core	Canada	COACH USA & Design (Flying C)		Coach USA, Inc.	833634	15-Jan-97	TMA523,108	15-Feb-00		15-Feb-30
36	Core	Canada	EVERYWHERE YOU NEED US MOST		Coach USA, Inc.	1053084	30-Mar-00	TMA557,438	5-Feb-02		5-Feb-32
37	Core	Canada	Flying C with Maple Leaf		Coach USA, Inc.	1029985	24-Sep-99	TMA548,254	17-Jul-01		17-Jul-31
38	Core	Canada	Coach Canada and Flying C Design		Coach USA, Inc.	1029986	24-Sep-99	TMA589555	11-Sep-03		11-Sep-33

US Trademarks

#	Core vs. Non-Core	Country	Name	Mark	Owner	Appl. No.	Appl. Date	Reg. No.	Registration Date	IC Classes	Next filing (latest date without paying additional fee)
39	Core	Canada	Coach Canada		Coach USA, Inc.	1029984	24-Sep-99	TMA589616	12-Sep-03		12-Sep-33
40	Core	Canada	Trentway		Trentway-Wagar, Inc.	794778	16-Oct-95	TMA467929	19-Dec-96	16, 21, 25, 28, 39	19-Dec-26
41	Core	Canada	Trentway Tours		Trentway-Wagar, Inc.	372569	15-Feb-74	TMA206187	27-Mar-75	39,41,42, 43	27-Mar-30
42	Core	Canada	Trentway-Wagar		Trentway-Wagar, Inc.	788777	31-Jul-95	TMA480763	18-Aug-97	16, 21, 25, 28, 39	18-Aug-27
43	Core	Canada	Trentway-Wagar DESIGN		Trentway-Wagar, Inc.	788784	31-Jul-95	TMA472038	3/4/1997	16, 21, 25, 28, 39	4-Mar-27

US Trademarks

#	Core vs. Non-Core	Country	Name	Mark	Owner	Appl. No.	Appl. Date	Reg. No.	Registration Date	IC Classes	Next filing (latest date without paying additional fee)
44	Core	Canada	Megabus (Design)		Coach USA Administration, Inc.	1822097	2/9/2017	TMA1062797	11/12/2019	9,12	12-Nov-29
45	Core	Canada	Megabus (Design)		Coach USA Administration, Inc.	1224540	7/22/2004	TMA676745	11/9/2006	16,39	9-Nov-31
46	Core	Canada	MEGABUS.COM FROM \$1** PLUS A RESERVATION FEE Color is not claimed as a feature of the mark. The mark consists of a drawing of a bus driver with a uniform and hat. The word "MEGABUS.COM" is written on a hat. The words "FROM \$1** PLUS A RESERVATION FEE" is written on front of driver's shirt in stylized lettering.		Coach USA Administration, Inc.	1669456	3/24/2014	TMA926968	1/25/2016	39	25-Jan-31
47	Core	Canada	Megabus		Coach USA Administration, Inc.	1822096	2/9/2017	TMA1042132	7/17/2019	9,12	17-Jul-29
48	Core	Canada	Megabus		Coach USA Administration, Inc.	1224541	7/22/2004	TMA676744	11/9/2006	16,39	9-Nov-31

US Trademarks

#	Core vs. Non-Core	Country	Name	Mark	Owner	Appl. No.	Appl. Date	Reg. No.	Registration Date	IC Classes	Next filing (latest date without paying additional fee)
49	Core	Canada	FROM \$1** PLUS A RESERVATION FEE Color is not claimed as a feature of the mark. The mark consists of a drawing of a bus driver with a uniform and hat. The word "MEGABUS.COM" is written on a hat. The words "FROM \$1** PLUS A RESERVATION FEE" is written on front of driver's shirt in stylized lettering.		Coach USA Administration, Inc.	1669454	3/24/2014	TMA926967	1/25/2016	39	25-Jan-31
50	Core	Canada	Stay Connected		Coach USA Administration, Inc.	1652696	11/19/2013	TMA963340	2/20/2017		20-Feb-32
51	Core	US	P.B.S.S. Pedestrian, Passenger, Bicyclist & Scooter Safety				5/30/2024				
52	Core	US	Voyavation	VOYAVATION	Coach USA, Inc.			7,402,421	28-May-24	9,42	

SCHEDULE 4.11(a)(ii): INTELLECTUAL PROPERTY – TRADE NAMES

See attached.

INDEX

Schedule 4.11(a)(ii): Intellectual Property - Trade Name

#	Core vs. Non-Core	Corporation	Assumed Name	Jurisdiction Filed	Filing Number	Date Filed or Renewed	Good For?	Renewal Date
1	Core	Coach Leasing, Inc.	Coach USA Leasing	NH	Qualified under this name		Renewal not required	
2	Core	Community Coach, Inc.	Community Bus Lines	NJ		Renewed 3/10/2023	5 years	3/10/2028
3	Core	Community Transit Lines, Inc.	Community Bus Lines	NJ		Renewed 3/10/2023	5 years	3/10/2028
4	Core	Community Transportation, Inc.	Community Bus Lines	NJ		Renewed 3/10/2023	5 years	3/10/2028
5	Core	Hudson Transit Corporation	ShortLine	New York	201000115101	1/15/2010	Renewal not required	
6	Core	Hudson Transit Lines, Inc.	ShortLine	New York	20100115090		Renewal not required	
7	Core	Hudson Transit Lines, Inc.	ShortLine	Pennsylvania		1/15/2010	Renewal not required	
8	Core	Olympia Trails Bus Company, Inc.	Newark Aripport Express	NY		5/19/2014	Renewal not required	
9	Core	Short Line Terminal Agency, Inc.	ShortLine	New Jersey		3/10/2023	5 years	3/10/2028
10	Core	Short Line Terminal Agency, Inc.	ShortLine	NEW YORK	20100119022	1/15/2010	Renewal not required	
11	Core	Suburban Management Corp.	Suburban Tours	New Jersey		3/10/2023	5 years	3/10/2028
12	Core	Suburban Management Corporation	Central Jersey Transit	NJ	x0100525257	3/10/2023	5 years	3/10/2028
13	Core	Voyavation	Coach USA Charter Solutions	NJ	600364676	5/30/2023	5 years	5/29/2028
14	Core	Voyavation	Coach USA Charter Solutions	NY	230531004689.00	5/31/2023		
15	Core	Voyavation	Coach USA Charter Solutions	DE-New Castle		6/7/2023		
16	Core	Voyavation	Coach USA Charter Solutions	PA	13510669	5/23/2023		

SCHEDULE 4.11(a)(iii): INTELLECTUAL PROPERTY – COPYRIGHTS

None.

SCHEDULE 4.11(a)(iv): INTELLECTUAL PROPERTY – SOFTWARE

See attached.

Schedule 4.11(a)(iv): Intellectual Property - Software

Software

IP	Description
Voyavation	The Voyavation platform has been developed to allow for online, agency and walkup ticket sales and fulfillment. The platform allows Coach USA to load all of their stops, schedules, fares, etc. in the back end system so that consumers are able to view schedules and purchase tickets. The main retail operations of the Voyavation platform are coachusa.com and the Coach USA app where customers can browse schedules and purchase a variety of ticket types (one-way, round-trip, monthly pass, etc.) for all services hosted on the platform. The platform also has an agency component allowing Coach USA employees or third party ticket agents to sell tickets at various bus stations or other locations. The fulfillment of tickets sold through the locations is managed within the driver app which allows drivers or dispatchers to scan the tickets sold through the platform to ensure they are valid before allowing the passenger to board. The driver app also allows drivers to sell cash fares to walk up customers.
Megabus	The Megabus platform includes the US retail operation (us.megabus.com), the Canadian retail operation (ca.megabus.com), the agent portal and AMS (administration management system).The US/CA retail operations are the public facing websites where customer can by tickets in the respective countries. There have been many enhancements made to the front end to optimize SEO, conversion rate, and upsells/ancillary revenue. The agent portal allows for our customer service agents to process sales over the phone and our terminal staff in places like Toronto and Montreal to process sales at key bus terminals. The AMS includes our inventory management, revenue management, customer service portal, reporting and other features necessary to maintain the overall platform.
Data Warehouse	Coach USA has built a data warehouse that pulls in and cleanses data from more than a dozen disparate systems to allow for data driven decision making. The data is pulled in automatically in most cases and is done through manual uploads for a few exceptions. The data is visualized and delivered to end uses through Amazon QuickSight.

SCHEDULE 4.11(a)(v): INTELLECTUAL PROPERTY – DOMAIN NAME REGISTRATIONS

See attached.

Schedule 4.11(a)(v): Intellectual Property - Domain Name Registrations

#	Domain Name	Core/NonCore	Action	Result	Account No	Expiration Date	Auto Renew	Private	Administrative Contact	Technical Contact	Account Holder
1	coachusa.com	Core	Active		25630329	3/17/2109	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
2	perfectbodyco.com	Core	Active		25630329	7/1/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
3	statefairsuttle.com	Core	Active		25630329	12/1/2024	TRUE	Off			Coach USA
4	coachcanada.jobs	Core	Connection Issue	connection not private - security certificate is from applicantstack.com		Locked					
5	351express.mobi	Core	Hosted	page under construction "network solutions"	25630329	2/12/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
6	vangalderairportexpress.com	Core	Hosted	page under construction "network solutions"	25630329	1/5/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
7	vangalderbuscompany.com	Core	Hosted	page under construction "network solutions"	25630329	6/24/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
8	vangaldercoachusa.com	Core	Hosted	page under construction "network solutions"	25630329	6/24/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
9	waukeshacountyexpress.com	Core	Hosted	page under construction "network solutions"	25630329	1/26/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
10	waukeshacountyexpress.net	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
11	waukeshacountyexpress.org	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
12	waukeshacountyfreewayflyer.com	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
13	waukeshacountyfreewayflyer.net	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
14	waukeshacountyfreewayflyer.org	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
15	waukeshacountytransit.com	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
16	waukeshacountytransit.net	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
17	waukeshacountytransit.org	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
18	waukeshacountytransitsystem.com	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
19	waukeshacountytransitsystem.net	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
20	waukeshacountytransitsystem.org	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
21	waukeshafreewayflyer.com	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
22	waukeshafreewayflyer.net	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
23	waukeshafreewayflyer.org	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
24	waukeshatransit.com	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
25	waukeshatransit.net	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
26	waukeshatransit.org	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
27	waukeshatransitsystem.com	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
28	waukeshatransitsystem.net	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
29	waukeshatransitsystem.org	Core	Hosted	page under construction "network solutions"	25630329	1/28/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
30	351express.info	Core	Hosted	page under construction "network solutions"	25630329	6/4/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
31	351express.net	Core	Hosted	page under construction "network solutions"	25630329	2/12/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
32	351express.org	Core	Hosted	page under construction "network solutions"	25630329	2/12/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
33	351express.us	Core	Hosted	page under construction "network solutions"	25630329	2/12/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
34	coachcanada.mobi	Core	Hosted	page under construction "network solutions"	25630329	10/11/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
35	coachcanada.us.com	Core	Hosted	page under construction "network solutions"	25630329	10/11/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
36	coachusaelko.com	Core	Hosted	page under construction "network solutions"	25630329	10/17/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
37	govangalder.net	Core	Hosted	page under construction "network solutions"	25630329	1/5/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
38	govangelder.com	Core	Hosted	page under construction "network solutions"	25630329	1/5/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
39	govangelder.net	Core	Hosted	page under construction "network solutions"	25630329	1/5/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
40	greylinemontreal.com	Core	Hosted	page under construction "network solutions"	25630329	4/4/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
41	hamiltonairportexpress.com	Core	Hosted	page under construction "network solutions"	25630329	11/30/2024	TRUE	Off			Coach USA
42	ithacafllyer.com	Core	Hosted	page under construction "network solutions"	25630329	11/16/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
43	351meadowlandsexpress.com	Core	Not Loading	error. Page cannot be displayed. contact your service provider	25630329	4/22/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
44	coachride.com	Core	Not Loading	HTTP Error 404. The requested resource is not found.	25630329	12/18/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
45	dillonbus.biz	Core	Not Loading	site can't be reached page too long to respond	25630329	1/25/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
46	dillonbus.info	Core	Not Loading	site can't be reached page too long to respond	25630329	1/26/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
47	dillonbus.net	Core	Not Loading	site can't be reached page too long to respond	25630329	1/26/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
48	dillonbus.org	Core	Not Loading	site can't be reached page too long to respond	25630329	1/26/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
49	dillonbus.us	Core	Not Loading	site can't be reached page too long to respond	25630329	1/25/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
50	megabus.info	Core	Not Loading	site can't be reached page too long to respond	25630329	4/17/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
51	megabus.us	Core	Not Loading	can't reach this page check if there is a typo	25630329	5/18/2032	FALSE	Off			Coach USA
52	megabus.us.com	Core	Not Loading	site can't be reached page too long to respond	25630329	10/18/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
53	megaintranet.com	Core	Not Loading	can't reach this page check if there is a typo	25630329	6/18/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
54	perfectbodyandfender.com	Core	Not Loading	can't reach this page check if there is a typo	25630329	1/21/2024	FALSE	Off			Coach USA
55	woodburybybus.me	Core	Not Loading	site can't be reached page too long to respond	25630329	5/18/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
56	351express.com	Core	Redirects	https://www.coachusa.com/351-meadowlands-express	25630329	2/12/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
57	chartercoachusa.com	Core	Redirects	https://www.coachusa.com/charters	25630329	12/22/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
58	chenangobus.com	Core	Redirects	https://www.coachusa.com/shortline	25630329	1/21/2024	TRUE	Off			Coach USA

59	chenangovalleybus.com	Core	Redirects	https://www.coachusa.com/shortline	25630329	1/21/2024	TRUE	Off			Coach USA
60	coachcanada.com	Core	Redirects	https://www.coachcanada.com/	25630329	3/12/2109	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
61	coachusa.info	Core	Redirects	https://www.coachusa.com/	25630329	10/2/2024	TRUE	Off	Coach USA	Coach USA	Coach USA
62	coachusa.net	Core	Redirects	https://www.coachusa.com/	25630329	5/18/2026	TRUE	Off			Coach USA
63	coachusa.us.com	Core	Redirects	https://www.coachusa.com/	25630329	10/11/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
64	coachusaairportexpress.com	Core	Redirects	https://www.coachusa.com/airport-transportation/airport-express	25630329	12/9/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
65	coachusacharter.com	Core	Redirects	https://www.coachusa.com/charters	25630329	12/22/2026	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
66	coachusacharters.com	Core	Redirects	https://www.coachusa.com/charters	25630329	12/22/2026	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
67	coachusamedia.com	Core	Redirects	https://www.coachusa.com/	25630329	1/4/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
68	communitycoachbus.com	Core	Redirects	https://www.coachusa.com/community-coach	25630329	9/15/2024	TRUE	Off			Coach USA
69	commuterwiz.com	Core	Redirects	https://www.coachusa.com/suburban-transit	25630329	3/2/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
70	commuteusa.com	Core	Redirects	https://www.coachusa.com/	25630329	1/4/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
71	dillonbus.com	Core	Redirects	https://www.coachusa.com/dillons-bus-service	25630329	4/5/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
72	elkobus.com	Core	Redirects	https://www.coachusa.com/elko	25630329	10/17/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
73	elkocoachusa.com	Core	Redirects	https://www.coachusa.com/elko	25630329	10/17/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
74	expressshuttleusa.com	Core	Redirects	https://www.coachusa.com/	25630329	8/12/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
75	govangalder.com	Core	Redirects	https://www.coachusa.com/airport-transportation/van-galder	25630329	1/5/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
76	gowoodburybybus.com	Core	Redirects	https://www.coachusa.com/	25630329	5/18/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
77	graylinemontreal.com	Core	Redirects	https://www.grayline.com/canada/things-to-do-in-montreal/	25630329	3/26/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
78	iridekbc.com	Core	Redirects	https://www.coachusa.com/kerrville-bus-company	25630329	10/10/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
79	ithacaplatinum.com	Core	Redirects	https://www.coachusa.com/bus-schedules/ithaca-platinum	25630329	11/17/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
80	ithacaplatnum.com	Core	Redirects	https://www.coachusa.com/bus-schedules/ithaca-platinum	25630329	11/17/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
81	newarkairportexpress.com	Core	Redirects	https://www.coachusa.com/airport-transportation	25630329	5/24/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
82	olympiabus.com	Core	Redirects	https://www.coachusa.com/airport-transportation	25630329	4/17/2025	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
83	perfectbodyshop.com	Core	Redirects	https://www.perfectbodyco.com/	25630329	7/5/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
84	prfctbody.com	Core	Redirects	https://www.perfectbodyco.com/	25630329	7/1/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
85	redandtan.com	Core	Redirects	https://www.coachusa.com/	25630329	1/4/2025	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
86	redandtanlines.com	Core	Redirects	https://www.coachusa.com/rockland-coaches	25630329	1/24/2024	TRUE	Off			Coach USA
87	rocklandcoaches.com	Core	Redirects	https://www.coachusa.com/rockland-coaches	25630329	1/24/2024	TRUE	Off			Coach USA
88	shortlinebus.com	Core	Redirects	https://www.coachusa.com/shortline	25630329	9/29/2024	TRUE	Off			Coach USA
89	stewartairportexpress.com	Core	Redirects	https://us.megabus.com/stewart-airport-express	25630329	1/31/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
90	suburbantransit.com	Core	Redirects	https://www.coachusa.com/suburban-transit	25630329	4/2/2024	TRUE	Off			Coach USA
91	vangalderbus.com	Core	Redirects	https://www.coachusa.com/van-galder-bus-company	25630329	4/6/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
92	voyavation.com	Core	Redirects	https://www.coachusa.com/	25630329	4/20/2024	TRUE	Off			Coach USA
93	wisconsincoach.com	Core	Redirects	https://www.coachusa.com/wisconsin-coach	25630329	1/12/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
94	woodburybybus.com	Core	Redirects	https://web.coachusa.com/shortline/booking.asp?action=ProductDetail&TRP=1&productId=1985&nt=1	25630329	5/18/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
95	woodburycommonpremiumoutletsbus.com	Core	Redirects	https://www.coachusa.com/	25630329	5/18/2024	TRUE	Off	Domains CoachUSA	Domains CoachUSA	Coach USA
96	newarklibertyairportexpress.com	Core	Redirects	https://www.coachusa.com/airport-transportation		Locked					

SCHEDULE 4.11(d): CONTRACTS RELATED TO INTELLECTUAL PROPERTY

Inbound:

1. All Contracts listed as “Vendor Contracts” on Schedule 4.12 that relate to the use of software.
2. All Contracts for a license of third-party “off-the-shelf” Software that is unmodified and generally commercially available on standard terms, including:
 - a. General Terms between Oracle America, Inc. and Coach USA, dated May 31, 2019.
 - b. AssetWorks SaaS Master Agreement, between AssetWorks LLC and Coach USA, Inc., dated September 9, 2021.
 - c. Licensee Payment Contract for Distributed Sales, between Palisis and Trentway-Wagar Inc., dated November 29, 2017.
- 3.

#	Licensee	Licensor	Country / State	Registration / Application Number If Any	Description
1	Coach USA, Inc.	Wanderu, Inc.	N/A	N/A	License to use IP and trademarks in connection with commercial agreement
2	3329003 Canada Inc.	Gray Line Corporation	Canada	N/A	License to use trademarks in specific area of Montreal in connection with service provided (double-decker sightseeing tours)
3	Voyavation, LLC	Adirondack Transit Lines, Inc.	United States	N/A	License to use trademarks in connection with commercial agreement
4	Trentway - Wagar, Inc.	Badder Bus Operations Limited	Canada	N/A	License to use trademarks in connection with commercial agreement
5	Voyavation, LLC	Burlington Stage Lines LTD	United States	N/A	License to use trademarks in connection with commercial agreement
6	Megabus Northeast, LLC	Concord Coach Lines, Inc.	United States	N/A	License to use trademarks in connection with commercial agreement
7	Megabus Northeast, LLC	Datto	United States	N/A	License to use trademarks in connection with commercial agreement
8	Megabus Northeast, Inc.	Empire Coach Line, Inc.	United States	N/A	License to use trademarks in connection with commercial agreement
9	Voyavation, LLC	Black Hill Stages Lines DbA Express Arrow	United States	N/A	License to use trademarks in connection with commercial agreement

#	Licensee	Licensor	Country / State	Registration / Application Number If Any	Description
10	Voyavation, LLC	Fullington Trailways, LLC	United States	N/A	License to use trademarks in connection with commercial agreement
11	Voyavation, LLC	Indian Trails, Inc.	United States	N/A	License to use trademarks in connection with commercial agreement
12	Voyavation, LLC	NWSBW LLC Dba Northwestern Stage Lines	United States	N/A	License to use trademarks in connection with commercial agreement
13	Voyavation, LLC	Peter Pan Bus Lines, Inc.	United States	N/A	License to use trademarks in connection with commercial agreement
14	Voyavation, LLC	Salt Lake Express, LLC	United States	N/A	License to use trademarks in connection with commercial agreement
15	Voyavation, LLC	Southeastern Stages	United States	N/A	License to use trademarks in connection with commercial agreement
16	Voyavation, LLC	TAC Transportation, Inc.	United States	N/A	License to use trademarks in connection with commercial agreement
17	Dillon's Bus Service, Inc.	Virginia Breeze	United States	N/A	License to use trademarks in connection with commercial agreement
18	Coach USA Administration, Inc.	Stagecoach Group PLC	United States and Canada		License to use trademarks and domain names in connection with Megabus business
19	Coach USA	Cardinal Integrated Technologies Inc.		N/A	License to use pre-existing intellectual property included in work product

Outbound:

1.

#	Licensee	Licensor	Country / State	Registration / Application Number If Any	Description
1	Wanderu, Inc.	Coach USA, Inc.	N/A	N/A	License to use IP and trademarks in connection with commercial agreement
2	Saucon Technologies, Inc.	Coach USA, Inc.	N/A	N/A	License to use software in connection with commercial agreement
3	Trailways.com	Voyavation, LLC	N/A	N/A	License to use trademark in connection with commercial agreement
4	BusBud	Voyavation, LLC	N/A	N/A	License to use trademark in connection with commercial agreement
5	Distribution	Voyavation, LLC	N/A	N/A	License to use trademark in connection with commercial agreement

SCHEDULE 4.11(f): DATA SECURITY JURISDICTIONS

Schedule 4.11(f)(i)

None.

Schedule 4.11(f)(ii)

None.

Schedule 4.11(f)(iii)

1. Canada.
2. Sellers utilize certain off-shore developers in the following jurisdictions outside of the United States:
 - a. United Kingdom
 - b. India
 - c. Columbia
 - d. Hungary

SCHEDULE 4.12: MATERIAL CONTRACTS AND AGREEMENTS

See attached.

Schedule 4.12: Revenue Contracts

#	Legal Entity	Start Date	Expiration Date	Company	Category	Active	Contact Name	Street Address	Suite	City	State	Zip Code
1	Chenango Valley Bus Lines, Inc.	1/1/2023	12/31/2027	New York State Department of Transportation	Intercity Bus / Mass Transportation Joint Service Agreement	Yes	Robert Kitchen	50 Wolf Road		Albany	NY	12232
2	Community Bus Lines, Inc.	1/1/2020	12/31/2022	Lincoln Technical Institute	Shuttle Bus Services Agreement	Yes		2299 Vauxhall Road		Union	NJ	07083
3	Community Bus Lines, Inc.	1/1/2024	12/31/2024	Brooklyn Navy Yard Development Corporation	Shuttle System Operator Agreement	Yes	Paul Kelly	141 Flushing Avenue	801	Brooklyn	NY	11205
4	Community Coach, Inc.	4/1/2024	3/31/2029	Long Island Rail Road	Emergency & Scheduled Bus Service	Yes	Jacqueline Waddell					
5	Community Transit, Inc.	6/7/2001; Amended on 1/6/2022	Evergreen	New Jersey Transit Corp	Equipment Lease	Yes	Jeffrey Warsh	One Penn Plaza East		Newark	NJ	07105
6	Dillon's Bus Service, Inc.	7/6/2021	7/5/2024	Baltimore County, Maryland	Contract	Yes	Stacy I. Rogers					
7	Dillon's Bus Service, Inc.	4/1/2022	3/31/2027	Maryland Department of Transportation	Commuter Bus Service - Route 203	Yes	Sharon Curtis					
8	Dillon's Bus Service, Inc.	11/8/2023	11/7/2025	Commonwealth of Virginia, Department of Rail and Public Transportation	Services Agreement	Yes						
9	Dillon's Bus Service, Inc.	7/24/2023	7/23/2024	Commonwealth of Virginia, Department of Rail and Public Transportation	Intercity Bus Services	Yes	Melissa Myers	600 East Main Street	2102	Richmond	VA	23219
10	Dillon's Bus Service, Inc.	9/1/2019	8/31/2024	Maryland Department of Transportation	Commuter Bus Service - Route 220	Yes	Sharon Curtis					
11	Dillon's Bus Service, Inc.	9/1/2019	8/31/2024	Maryland Department of Transportation	Commuter Bus Service - Route 230	Yes	Sharon Curtis					
12	Dillon's Bus Service, Inc.	9/1/2019	8/31/2024	Maryland Department of Transportation	Commuter Bus Service - Route 240	Yes	Sharon Curtis					
13	Dillon's Bus Service, Inc.	9/1/2019	8/31/2024	Maryland Department of Transportation	Commuter Bus Service - Route 250	Yes	Sharon Curtis					
14	Dillon's Bus Service, Inc.	9/1/2019	8/31/2024	Maryland Department of Transportation	Commuter Bus Service - Route 260	Yes	Sharon Curtis					
15	Dillon's Bus Service, Inc.	9/1/2019	8/31/2024	Maryland Department of Transportation	Commuter Bus Service - Route 335	Yes	Sharon Curtis					
16	Dillon's Bus Service, Inc.	9/1/2019	8/31/2024	Maryland Department of Transportation	Commuter Bus Service - Route 345	Yes	Sharon Curtis					
17	Dillon's Bus Service, Inc.	9/28/2023	9/27/2028	Maryland Department of Transportation	Commuter Bus Service - Route 201	Yes						
18	Dillon's Bus Service, Inc.	9/28/2023	9/27/2028	Maryland Department of Transportation	Commuter Bus Service - Route 310/320	Yes						
19	Elko, Inc.	9/1/2022	9/1/2025	Nevada Gold Mines LLC	Master Transportation Services Agreement	Yes	Hilary Wilson	1655 Mountain City Highway		Elko	NV	89801
20	Elko, Inc.	7/1/2022	6/30/2025	Marigold Mining Company	Services Agreement	Yes	Marie Byington	PO Box 160		Valmy	NV	89438

#	Legal Entity	Start Date	Expiration Date	Company	Category	Active	Contact Name	Street Address	Suite	City	State	Zip Code
21	Hudson Transit Lines, Inc.	8/28/2002	Evergreen	New Jersey Transit Corporation	Equipment Lease	Yes	Thomas Woods	One Penn Plaza East		Newark	NJ	07105
22	Hudson Transit Lines, Inc.	4/1/2021	3/31/2024	Legoland New York Resort	Agency Agreement	Yes	Karen Shiers					
23	Hudson Transit Lines, Inc.	4/1/2023	3/31/2025	County of Rockland	County of Rockland Agreement	Yes	Douglas J. Schuetz	11 New Hempstead Road		New City	NY	10956
24	Hudson Transit Lines, Inc.	1/1/2023	12/31/2027	New York State Department of Transportation	Intercity Bus / Mass Transportation Joint Service Agreement	Yes	Thomas M. Vaughan	POD 5-4, 50 Wolf Road		Albany	NY	12232
25	Hudson Transit Lines, Inc.	12/3/2021	Evergreen	SUNY Cortland Student Government Association (SGA)	Transportation Contract	Yes	Melissa Alvisi	217 Corey Union		Cortland	NY	13045
26	Hudson Transit Lines, Inc.	1/1/2024	12/31/2024	NYSDOT	Parking & Marketing	Yes						
27	Olympia Trails Bus Company, Inc.	6/7/2001; Amended on 5/10/2018	Evergreen	New Jersey Transit Corp	Equipment Lease	Yes	Jeffrey Warsh	One Penn Plaza East		Newark	NJ	07105
28	Olympia Trails Bus Company, Inc.	10/1/2019	9/30/2025	New Jersey Transit Corp	Intercity Agreement to Extend NJ Transits No. 300 Bus Route Covenant Not To Compete Among NJ Transit Companies and Coach USA	Yes	Ronald Nichols	One Penn Plaza East		Newark	NJ	07105
29	Rockland Coaches, Inc.	1/1/2023	12/31/2024	New York State Department of Transportation	Intercity Bus / Mass Transportation Joint Service Agreement	No	Sandra Jobson	4 Burnett Boulevard		Poughkeepsie	NY	12603
30	Rockland Coaches, Inc.	4/20/2001	Evergreen	New Jersey Transit Corporation	Equipment Lease	Yes	Jeffrey Warsh	One Penn Plaza East		Newark	NJ	07105
31	Rockland Coaches, Inc.	4/1/2023	3/31/2025	County of Rockland	Agreement	Yes	Douglas J. Schuetz	11 New Hempstead Road		New City	NY	10956
32	Sam Van Galder, Inc.	6/1/2021	6/30/2026	Board of Education of the School District of Janesville	Transportation Services Agreement	Yes	Dan McCreia					
33	Sam Van Galder, Inc.	1/1/2024	12/31/2024	Wisconsin Dept of Transportation	Intercity Bus Program	Yes						
34	Suburban Transit Corp.	5/1/2020	4/30/2024	Township of East Brunswick	Extension of Commuter Bus Service Contract	Yes						
35	Suburban Transit Corp.	5/29/2022	5/24/2025	NJ Transit Corporation ("NJ Transit")	Operating Motor Bus Passenger Service and Equipment Lease/Sublease for Middlesex County Local Bus Service	Yes		One Penn Plaza East		Newark	NJ	07105
36	Suburban Transit Corp.	4/29/2023	11/1/2025	NJ Transit Corporation ("NJ Transit")	Operating Motor Bus Passenger Service and Equipment Lease/Sublease for Operation of the Union Min-Bus Service	Yes		One Penn Plaza East		Newark	NJ	07105
37	Suburban Transit Corp.	6/7/2001	Evergreen	NJ Transit Corporation ("NJ Transit")	Equipment Lease	Yes	Jeffrey Warsh	One Penn Plaza East		Newark	NJ	07105
38	Trentway-Wagar (Properties) Inc.	4/1/2023	3/31/2024	Hamilton International Airport Limited	License Agreement	Yes	Colleen Ryan	9300 Airport Road	2206	Mount Hope	Ontario	LOR 1W0
39	Wisconsin Coach Lines, Inc.	6/1/2023	6/1/2028	City of Waukesha	Transit Operations Contract	Yes	Brian Engelking					
40	Wisconsin Coach Lines, Inc.	7/1/2022	6/30/2025	City of Racine	Mass Transit Subsidy Agreement	Yes	Tara Coolidge					
41	Wisconsin Coach Lines, Inc.	1/1/2023	12/31/2023	State of Wisconsin DOT	Services Agreement	No	Justin Shell					
42	Wisconsin Coach Lines, Inc.	7/1/2019	6/30/2023	National Railroad Passenger Corporation	Services Contract	No	Mark Vierling	2955 Market Street, 5th Floor South		Philadelphia	PA	19104
43	Wisconsin Coach Lines, Inc.	1/1/2024	12/31/2024	Wisconsin Dept of Transportation	Intercity Bus Program, Rt 3, Rt 7, Rt 4	Yes						

Schedule 4.12: Material Contracts and Agreements - Vendor Contracts (as of 4/29/24)

#	Functional Department	Core	Coach Legal Entity	Operational Entity / DBA Entity	Start Date	Expiration Date	Executory / Pricing	Product (if applicable)	Counterparty	Category	Frequency (Executory Only)	Pre-Paid / Arrears (Executory Only)	Monetary Obligation (Executory Only)	Active	Contact Name	Street Address	City	State
1	Legal	Core	Coach USA, Inc.	Coach USA	1/23/2023	1/23/2026	Executory	Westlaw Corporate Legal Software	Thomson Reuters	Vendor	Monthly	Prepaid	\$ 694.84	Yes	Sarah Gamble	610 Opperman Drive	Eagan	MN
2	Legal	Core	Coach USA, Inc.	Coach USA	2/15/2022	Cancel any time	Executory	Clio	Clio	Vendor	Monthly	Prepaid	\$ 476.00	Yes	Dominic Impelido	4611 Canada Way, Suite 300	Burnaby	BC
3	Legal	Core	Coach USA, Inc.	Coach USA	3/20/2021	3/29/2022	Executory	Services	Cytera	Vendor	Annual	Prepaid	\$ 4,981.73	Yes	Eduardo J. Saenz			
4	IT	Core	Coach USA, Inc.	Coach USA	8/1/2023	8/1/2024	Executory	SIGN & other products	Adobe	Vendor	Annual	Prepaid	\$ 1,121.83	Yes	CDW - Justin Moore	PO Box 75723	Chicago	IL
5	IT	Core	Coach USA, Inc.	Coach USA	4/1/2023	4/1/2024	Executory	Mobile Device Management	AirWatch	Vendor	Annual	Prepaid	\$ 968.00	Yes	CDW - Justin Moore	3001 Bishop Drive Suite 400	San Ramon	CA
6	IT	Core	Coach USA, Inc.	Coach Canada	9/30/2023	9/30/2024	Executory	Faxcon	American Presence	Vendor	Annual	Prepaid	\$ 2,820.00	Yes	N/A	PO Box 34059	Indianapolis	FL
7	IT	Core	Coach USA, Inc.	Coach Canada	1/30/2024	Monthly	Executory	Toronto Terminal Internet	Bell Canada	Vendor	Monthly	Arrears	\$ 366.12	Yes	NA	5532 Rue St Patrick	Montreal	QC Canada
8	IT	Core	Coach USA, Inc.	Coach Canada	3/1/2023	2/28/2024	Executory	Niagara Falls Terminal Internet	Bell Canada	Vendor	Monthly	Arrears	\$ 163.00	Yes	NA	PO Box 34059	Indianapolis	FL
9	IT	Core	Coach USA, Inc.	Coach Canada	Monthly	Monthly	Executory	Kingston Terminal Telephone system	Bell Canada	Vendor	Monthly	Arrears	\$ 3,413.46	Yes	NA	267 Stewart St.	Peterborough	ON
10	IT	Core	Coach USA, Inc.	Coach Canada	3/7/2023	3/6/2026	Executory		Bell Canada	Vendor	Monthly	Arrears	\$ 81.95	Yes				
11	IT	Core	Coach USA, Inc.	Coach Canada	11/1/2023	10/31/2026	Executory	Peterborough Internet	Bell Canada	Vendor	Monthly	Arrears	\$ 1,316.54	Yes	NA	PO Box 730720	Dallas	TX
12	IT	Core	Coach USA, Inc.	Coach Canada	12/16/2023	Monthly	Executory		Bell Canada	Vendor	Monthly	Arrears	\$ 129.87	Yes				
13	IT	Core	Coach USA, Inc.	Coach Canada	Monthly	Monthly	Executory	Phoro Satellite TV service	Bell Canada	Vendor	Monthly	Arrears	\$ 89.00	Yes	NA	5 King St E	Millbrook	ON
14	IT	Core	Coach USA, Inc.	Coach Canada	Monthly	Monthly	Executory	Coach WiFi Bell Cellular	Bell Canada	Vendor	Monthly	Arrears	\$ 3,636.36	Yes	NA			
15	IT	Core	Coach USA, Inc.	Coach USA	1/29/2024	1/28/2025	Executory	Cyance Endpoint Protection	Blackberry	Vendor	Annual	Prepaid	\$ 37,039.20	Yes		3001 Bishop Drive Suite 400	San Ramon	CA
16	IT	Core	Coach USA, Inc.	Coach USA	8/9/2019	Monthly	Executory	Professional Services	Cardinal Integrated	Vendor				No				
17	IT	Core	Coach USA, Inc.	Coach USA	4/27/2023	4/26/2023	Executory		CDW	Vendor	Annual	Prepaid	\$ 10,600.00	Yes		PO Box 75723	Chicago	IL
18	IT	Core	Coach USA, Inc.	Coach USA	1/2/2024	1/1/2025	Executory		CDW	Vendor	Annual	Prepaid	\$ 181,675.70	Yes		PO Box 75723	Chicago	IL
19	IT	Core	Coach USA, Inc.	Coach USA	11/11/2022	11/10/2023	Executory		CDW	Vendor	Annual	Prepaid	\$ 25,312.50	No				
20	IT	Core	Coach USA, Inc.	Coach USA	1/2/2024	1/1/2025	Executory		CDW	Vendor	Annual	Prepaid	\$ 8,437.50	Yes		PO Box 75723	Chicago	IL
21	IT	Core	Coach USA, Inc.	Coach USA	7/26/2023	7/25/2024	Executory	Code42	CDW	Vendor	Annual	Prepaid	\$ 12,270.00	Yes	CDW - Justin Moore	PO Box 75723	Chicago	IL
22	IT	Core	Coach USA, Inc.	Coach USA	11/18/2023	Monthly	Executory	Cradlepoint	CDW	Vendor	Annual	Prepaid	\$ 2,920.68	Yes	Justin Brooks	PO Box 57720	Toronto	ON
23	IT	Core	Coach USA, Inc.	Coach USA	8/24/2023	8/23/2024	Executory		CDW	Vendor	Annual	Prepaid	\$ 13,462.05	Yes		PO Box 75723	Chicago	IL
24	IT	Core	Coach USA, Inc.	Coach Canada	3/1/2023	2/28/2024	Executory	CC Coach WiFi maintenance	CDW Canada	Vendor	Annual	Prepaid	\$ 210.00	Yes	NA	PO Box 5300	Burlington	ON
25	IT	Core	Coach USA, Inc.	Umbrella	7/24/2023	7/23/2024	Executory		Cisco	Vendor	Annual	Prepaid	\$ 18,351.47	Yes	Presidio - Stefanie Leonard	PO Box 75723	Chicago	IL
26	IT	Core	Coach USA, Inc.	Coach Canada	12/1/2023	11/30/2026	Executory	Niagara Falls Garage Internet	Cogeco	Vendor	Monthly	Arrears	\$ 246.00	Yes	NA	PO Box 3650 Stn Don Mills	North York	ON
27	IT	Core	Coach USA, Inc.	Coach Canada	9/20/2023	9/19/2026	Executory	Business Solutions	Cogeco	Vendor	Annual	Prepaid	\$ 10,353.00	Yes				
28	IT	Core	Coach USA, Inc.	Coach USA	3/30/2023	3/31/2024	Executory	Hosting	Cytera	Vendor	Monthly	Arrears	\$ 7,575.00	Yes	Tom Maguire	PO Box 1023	Southeastern	PA
29	IT	Core	Coach USA, Inc.	Coach USA	12/12/2023	12/11/2024	Executory	PAM	Dlinea	Vendor	Annual	Prepaid	\$ 7,155.00	Yes	CDW - Justin Moore Pearson	PO Box 75723	Chicago	IL
30	IT	Core	Coach USA, Inc.	Coach Canada	Monthly	Monthly	Executory	SSL Cert Renewal	Digicert	Vendor	Annual	Prepaid	\$ 289.00	Yes		Unit 21, Beckett Way, Park W	Dublin	Ireland
31	IT	Core	Coach USA, Inc.	Coach USA	6/21/2023	6/20/2024	Executory	O365 Backup	Druva	Vendor	Annual	Prepaid	\$ 23,051.00	Yes	CDW - Justin Moore	PO Box 75723	Chicago	IL
32	IT	Core	Coach USA, Inc.	Coach USA	12/12/2023	4/1/2024	Executory	AWS Migration SOW	Ensono	Vendor	Monthly	Arrears	\$ 32,000.00	Yes	Jim Markham	PO Box 677638	Dallas	TX
33	IT	Core	Coach USA, Inc.	Coach USA	9/30/2022	9/30/2025	Executory	Hosting	Evolve IP	Vendor	Monthly	Arrears	\$ 3,120.72	Yes	Brandon Thompson	PO Box 95637	Chicago	IL
34	IT	Core	Coach USA, Inc.	Coach Canada	3/17/2023	12/11/2024	Executory	Work order scanning	Exadox	Vendor	Annual	Prepaid	\$ 25.45	Yes	NA	3333 Finley Road	Downers Grove	IL
35	IT	Core	Coach USA, Inc.	Coach USA	2/1/2024	2/1/2025	Executory	Fortinac	Fortinac	Vendor	Annual	Prepaid	\$ 381.00	Yes	CDW - Justin Moore	PO Box 75723	Chicago	IL
36	IT	Core	Coach USA, Inc.	Coach Canada	9/1/2023	8/31/2024	Executory	Presto Software	Fresche Solutions	Vendor	Annual	Prepaid	\$ 2,509.23	Yes	NA	995 Wellington, Suite 200	Chicago	IL
37	IT	Core	Coach USA, Inc.	Coach USA	7/14/2023	7/14/2024	Executory	Laptop Backups	INCYDR	Vendor	Annual	Prepaid	\$ 1,060.00	Yes	CDW - Justin Moore	332 South Bridge Street	Winnemucca	NV
38	IT	Core	Coach USA, Inc.	Coach USA	4/1/2023	3/31/2024	Executory	KnowBe4	KnowBe4	Vendor	Annual	Prepaid	\$ 52,817.76	No	Huyen Le	PO Box 677638	Dallas	TX
39	IT	Core	Coach USA, Inc.	Coach USA	7/1/2023	7/1/2024	Executory	Endpoint Central	Manage Engine	Vendor	Annual	Prepaid	\$ 1,629.00	Yes	N/A	PO Box 75723	Chicago	IL
40	IT	Core	Coach USA, Inc.	Coach USA	N/A	N/A	Executory	Service Desk Plus	Manage Engine	Vendor	Monthly	Arrears	\$ 2,073.00	Yes	N/A	33 N Garden Ave Ste 1200	Clearwater	FL
41	IT	Core	Coach USA, Inc.	Coach USA	8/32/2023	8/30/2024	Executory	AD Self Service	Manage Engine	Vendor	Annual	Prepaid	\$ 149.58	Yes	N/A	4141 Hacienda Dr	Pleasanton	CA
42	IT	Core	Coach USA, Inc.	Coach USA	12/21/2023	12/20/2024	Executory	AD Manager	Manage Engine	Vendor	Annual	Prepaid	\$ 278.75	Yes	N/A	4141 Hacienda Dr	Pleasanton	CA
43	IT	Core	Coach USA, Inc.	Coach USA	1/14/2021	1/12/2025	Executory	Telecomm	Masergy	Vendor	Monthly	Arrears	\$ 76,502.00	Yes	Laine Barlow	PO Box 75723	Chicago	IL
44	IT	Core	Coach USA, Inc.	Coach Canada	9/1/2023	8/31/2024	Executory	Network device maintenance	Meraki	Vendor	Annual	Prepaid	\$ 526.75	Yes	Presidio - Stefanie Leonard	PO Box 75723	Chicago	IL
45	IT	Core	Coach USA, Inc.	Coach USA	3/1/2023	3/1/2024	Executory	Network bus device maintenance	Meraki	Vendor	Annual	Prepaid	\$ 1,394.00	Yes	Presidio - Stefanie Leonard	PO Box 75723	Chicago	IL
46	IT	Core	Coach USA, Inc.	Coach USA	11/9/2023	11/8/2024	Executory	Network office device maintenance	Meraki	Vendor	Annual	Prepaid	\$ 1,012.50	Yes	CDW - Justin Moore	PO Box 677638	Dallas	TX
47	IT	Core	Coach USA, Inc.	Coach Canada	Monthly	Monthly	Executory	Pager Support	Microage	Vendor	Monthly	Arrears	\$ 206.79	Yes	Dave Pettapiece	267 Stewart St.	Peterborough	ON
48	IT	Core	Coach USA, Inc.	Coach USA	1/5/2024	1/5/2025	Executory	Office 365	Microsoft	Vendor	Annual	Prepaid	\$ 15,177.00	Yes	CDW - Justin Moore	PO Box 75723	Chicago	IL
49	IT	Core	Coach USA, Inc.	Coach USA	2/24/2022	2/23/2023	Executory	Email filtering	Mimecast	Vendor	Annual	Prepaid	\$ 162,579.00	No				
50	IT	Core	Coach USA, Inc.	Coach USA	3/17/2023	3/16/2024	Executory		MultiCIM Technologies, Inc. (eXa	Vendor	Annual	Prepaid	\$ 418.10	Yes				
51	IT	Core	Coach USA, Inc.	Coach Canada	5/16/2023	Monthly	Executory	PCI Fax Swright	Nexicom	Vendor	Monthly	Arrears	\$ 95.00	Yes	NA	PO Box 9000 Station Don Mil	Toronto	ON
52	IT	Core	Coach USA, Inc.	Coach USA	09/25/2023	Open	Executory		Phoenix Technology Partners	Vendor								
53	IT	Core	Coach USA, Inc.	Coach USA	3/28/2023	3/27/2024	Executory	Meraki	Presidio Networked Solutions	Vendor	Annual	Prepaid	\$ 6,740.51	Yes				
54	IT	Core	Coach USA, Inc.	Coach USA	11/6/2023	2/29/2024	Executory	Pure Storage	Presidio Networked Solutions	Vendor	Annual	Prepaid	\$ 4,410.74	Yes				
55	IT	Core	Coach USA, Inc.	Coach USA	8/29/2023	8/28/2024	Executory	Meraki	Presidio Networked Solutions	Vendor	Annual	Prepaid	\$ 17,834.48	Yes				
56	IT	Core	Coach USA, Inc.	Coach USA	10/31/2023	10/30/2024	Executory	Meraki	Presidio Networked Solutions	Vendor	Annual	Prepaid	\$ 12,150.00	Yes				
57	IT	Core	Coach USA, Inc.	Coach USA	11/1/2023	2/1/2024	Executory	SAN Maintenance	Pure Storage	Vendor	Quarterly	Prepaid	\$ 1,034.00	Yes	Presidio - Stefanie Leonard	PO Box 677638	Dallas	TX
58	IT	Core	Coach USA, Inc.	Coach USA	5/9/2022	5/8/2025	Executory	Q2 Software LLC	Vendor	Annual	Prepaid	\$ 39,629.00	Yes	Mina Shirey	3600 O'Donnell St	Baltimore	MD	
59	IT	Core	Coach USA, Inc.	Coach USA	1/7/2024	1/6/2024	Executory		Quadbridge	Vendor	Annual	Prepaid	\$ 5,345.88	Yes		5532 Rue St Patrick	Montreal	QC
60	IT	Core	Coach USA, Inc.	Coach Canada	1/8/2024	1/8/2025	Executory	Power 9 AS 400 support	Quadbridge	Vendor	Annual	Prepaid	\$ 324.36	Yes	NA	995 Wellington, Suite 200	Montreal	QC Canada
61	IT	Core	Coach USA, Inc.	Coach USA	10/3/2023	10/2/2028	Executory	Telecomm	Rango	Vendor	Monthly	Arrears	\$ 860.00	Yes	Jasen Herr	4141 Hacienda Dr	Pleasanton	CA
62	IT	Core	Coach USA, Inc.	Coach USA	5/1/2023	4/30/2024	Executory	Xerox	Red Technologies	Vendor	Quarterly	Arrears	\$ 3,995.64	Yes				
63	IT	Core	Coach USA, Inc.	Coach Canada	Monthly	Monthly	Executory	CC Corp Cell phones	Rogers	Vendor	Monthly	Arrears	\$ 118.65	Yes	NA	950 Syscom Rd	Burlington	ON
64	IT	Core	Coach USA, Inc.	Coach Canada	Monthly	Monthly	Executory	Grayline Telematics SIMS	Rogers	Vendor	Monthly	Arrears	\$ 621.49	Yes	NA	PO Box 3650 Stn Don Mills	Toronto	ON
65	IT	Core	Coach USA, Inc.	Coach USA	11/1/2023	4/1/2024	Executory	Backup Appliance Maintenance	Rubrik	Vendor	Annual	Prepaid	\$ 20,409.20	Yes	CDW - Justin Moore	PO Box 75723	Chicago	IL
66	IT	Core	Coach USA, Inc.	Coach USA	5/15/2019	5/15/2024	Executory	Telephone service	Sangoma	Vendor	Monthly	Arrears	\$ 48,537.00	Yes	Kris Thoreson	1 Rocket Road	Hawthorne	CA
67	IT	Core	Coach USA, Inc.	Coach USA	7/1/2023	7/1/2024	Executory	Office 365 Mgt Tool	ShareGate	Vendor	Annual	Prepaid	\$ 5,995.00	Yes	N/A	PO Box 1023	Southeastern	PA
68	IT	Core	Coach USA, Inc.	Coach USA	2/22/2023	2/22/2024	Executory	Monitoring Software	Solarwinds	Vendor	Annual	Prepaid	\$ 521.00	Yes	N/A	4141 Hacienda Dr	Pleasanton	CA
69	IT	Core	Coach USA, Inc.	Coach Canada	3/16/2023	4/25/2024	Executory	Mini Remote / Application Manager	Solarwinds	Vendor	Annual	Prepaid	\$ 5,859.00	Yes				

#	Functional Department	Core	Coach Legal Entity	Operational Entity / DBA Entity	Start Date	Expiration Date	Executory / Pricing	Product (if applicable)	Counterparty	Category	Frequency (Executory Only)	Pre-Paid / Arrears (Executory Only)	Monetary Obligation (Executory Only)	Active	Contact Name	Street Address	City	State
76	IT	Core	Coach USA, Inc.	Coach USA	6/27/2023	Monthly	Executory		TEK Systems	Vendor	Monthly	Arrears		Yes				
77	IT	Core	Coach USA, Inc.	Coach USA	1/25/2024	Monthly	Executory	Mobility Bill	Telus	Vendor	Annual		\$ 8,044.83	No				
78	IT	Core	Coach USA, Inc.	Coach Canada	10/1/2022	9/31/2025	Executory	CC Corp Cell phones	Telus	Vendor	Monthly	Arrears	\$ 2,000.00	Yes		888 Boul De Maisonneuve Est	Montreal	QU
79	IT	Core	Coach USA, Inc.	Coach USA	12/31/2023	12/30/2024	Executory	Vulnerability scanner sw	Tenable	Vendor	Annual	Prepaid	\$ 36,275.00	Yes	CDW - Justin Moore	629 Davis Drive Suite 600	Morrisville	NC
80	IT	Core	Coach USA, Inc.	Coach USA	8/1/2021	7/31/2022	Executory	uTrack	uTrack	Vendor	Monthly	Arrears	\$ 6,084.00	No				
81	IT	Core	Coach USA, Inc.	Coach Canada	Monthly	Monthly	Executory	Domain Renewals	various registrars	Vendor	Annual	Prepaid	\$ 123.00	Yes	NA	PO Box 3250 Station Don Mil	North York	ON
82	IT	Core	Coach USA, Inc.	Coach Canada	1/1/2024	12/31/2024	Executory	Montreal Terminal Internet	Videotron	Vendor	Monthly	Arrears	\$ 141.36	Yes	NA	PO Box 3650 Stn Don Mills	North York	ON
83	IT	Core	Coach USA, Inc.	Coach USA	6/21/2023	6/20/2024	Executory	Server Virtualization	Vmware	Vendor	Annual	Prepaid	\$ 11,424.00	Yes	CDW - Justin Moore	PO Box 97231	Las Vegas	NV
84	IT	Core	Coach USA, Inc.	Coach USA	7/14/2023		Executory	Technology Services	Voyagation LLC	Vendor	Annual	Prepaid		No		1999 S Bascom Ave	Campbell	CA
85	IT	Core	Coach USA, Inc.	Coach USA	4/12/2022	10/12/2022	Executory		Warren Williams	Vendor				No	Peter Cameron			
86	IT	Core	Coach USA, Inc.	Coach Canada	8/1/2023	7/31/2027	Executory	Xerox Copiers Lease	Xerox Canada	Vendor	Quarterly	Arrears	\$ 1,234.00	Yes	NA	PO Box 9100	Don Mills	ON
87	IT	Core	Coach USA, Inc.	Coach USA	12/31/2023	12/20/2024	Executory	AD Manager	ZOHO	Vendor	Annual	Prepaid	\$ 3,345.00	Yes				
88	IT	Core	Coach USA, Inc.	Coach USA	7/19/2023	7/18/2024	Executory	Endpoint Central	ZOHO	Vendor	Annual	Prepaid	\$ 19,548.00	Yes				
89	IT	Core	Coach USA, Inc.	Coach USA	10/18/2023	10/17/2024	Executory	Log360	ZOHO	Vendor	Annual	Prepaid	\$ 12,495.00	Yes	N/A	Bahnhofplatz 2	73033 Goppingen	Germany
90	IT	Core	Coach USA, Inc.	Coach USA	1/9/2024	1/8/2025	Executory	Zoom	Zoom	Vendor	Annual	Prepaid	\$ 4,258.00	Yes				
91	HR	Core	Coach USA, Inc.	Coach USA	1/1/2024	12/31/2024	Executory	Insurance Broker	WTW	Broker	Monthly		\$ 15,416.66	Yes	Kim Brandon	Unit 21, Beckett Way, Park W	Dublin	Ireland
92	HR	Core	Coach USA, Inc.	Coach USA	1/1/2024	12/31/2024	Executory	401k	Fidelity	Vendor	Quarterly		\$ -	Yes	MaryEllen Newman	PO Box 5102	Burlington	ON
93	HR	Core	Coach USA, Inc.	Coach USA	2/15/2015	10/1/2024	Executory		Blink Business Technologies Inc.	Vendor	Annual	Prepaid	\$ 85,000.00	No	Peter Durkin	71 Fanshaw St	London	UK
94	HR	Core	Coach USA, Inc.	Coach USA	6/8/2020	7/31/2021	Executory	BLINK	Blink Business Technologies Inc.	Vendor	Annual	Prepaid	\$ 101,185.00	Yes		361 Newbury St	Boston	MA
95	HR	Core	Coach USA, Inc.	Coach USA	9/1/2023	8/31/2025	Executory	BLINK	Super Smashing Ltd.	Vendor	Annual	Prepaid	\$ 85,000.00	No	Peter Durkin	71 Fanshaw St	London	UK
97	HR	Core	Coach USA, Inc.	Coach USA	1/1/2024	12/31/2024	Executory	Broker	ADP	Vendor	Annual		\$ 123,600.00	Yes				
98	HR	Core	Coach USA, Inc.	Coach USA	8/16/2023	8/16/2024	Executory	LHH	LHH	Vendor	Monthly	Arrears	\$ 900.00	Yes	Joseph Creighton	283 Cranes Roost Blvd	Alamonte Springs	FL
99	HR	Core	Coach USA, Inc.	Coach USA	2/17/2015	2/16/2017	Executory	Broker	ADP	Vendor	Annual	Prepaid	\$ 28,080.00	No	Yervant Manavian	400 W Covina Blvd	San Dimas	CA
100	HR	Core	Coach USA, Inc.	Coach USA	7/1/2023	6/30/2024	Executory	HirePurpose	Orion Talent	Vendor	Annual	Prepaid	\$ 36,000.00	Yes	Colleen Whiteside	8000 Regency Parkway	Cary	NC
101	HR	Core	Coach USA, Inc.	Coach USA	1/15/2024	3/15/2024	Executory	Military Jobs Distribution	Orion Talent	Vendor	Monthly	Prepaid	\$ 18,000.00	Yes		P.O. Box 5450	Carol Streams	IL
102	HR	Core	Coach USA, Inc.	Coach USA	1/1/2024	12/31/2024	Executory	Cleaning services	Clean Busters Services LLC	Vendor	Annual	Prepaid	\$ 2,885.75	Yes	Elena Lopez			
103	HR	Core	Coach USA, Inc.	Coach USA	12/1/2023	Monthly	Executory	Expert Coaching	Crothers Consulting	Vendor	Monthly	Arrears	\$ 2,000.00	Yes	Laura Crothers			
104	HR	Core	Coach USA, Inc.	Coach USA	8/27/2023	8/26/2024	Executory	Data Retention	Exterro	Vendor	Annual	Prepaid	\$ 32,245.00	Yes				
105	HR	Core	Coach USA, Inc.	Coach USA	7/21/2024	Every 60 Days	Executory	Records Storage & Information Management Services	Filebank	Vendor	Quarterly	Arrears	\$ 376.80	Yes	Keith Jordan			
106	HR	Core	Coach USA, Inc.	Coach USA	3/25/2017	Monthly	Executory	IDS Autoshred	IDS Autoshred	Vendor	Monthly	Arrears	\$ 60.00	Yes	Joseph Vanacore	1358 Hooper Ave #600	Toms River	NJ
107	HR	Core	Coach USA, Inc.	Coach USA	5/26/2023	5/25/2024	Executory	250 Postings	Furman Feiner Advertising	Vendor	Annual	Prepaid	\$ 12,143.00	Yes	Vilma Sindoni			
108	HR	Core	Coach USA, Inc.	Coach USA	4/15/2023	4/14/2026	Executory	Training Proposal and Agreement	Ogletree Deakins	Vendor	Annual	Prepaid	\$ 10,060.00	Yes	Joseph Creighton	283 Cranes Roost Blvd	Alamonte Springs	FL
109	HR	Core	Coach USA, Inc.	Coach USA	12/10/2021			Squirrel	Compensation Tool	Vendor			\$ 3,999.00	No				
110	HR	Core	Coach USA, Inc.	Coach USA	1/1/2024	12/31/2024	Executory	Pension	Merrill Lynch	Vendor	Quarterly		15,000.00	Yes	Goran Bojovski			
111	HR	Core	Coach USA, Inc.	Coach USA	1/31/2023	4/30/2024	Executory	Awardco Pro	Awardco, Inc.	Vendor	Annual	Prepaid	\$ 67,600.00	Yes	Silvio Di Fiore	2080 W 400 N	Lindon	UT
112	HR	Core	Coach USA, Inc.	Coach USA	01/01/2024	12/31/2024	Executory	Sales on mb.com	Milliman	Vendor	Quarterly		5,743.35	Yes	Vicki Mazzie			
113	Commercial	Core	Voyagation, LLC	Voyagation, LLC	7/9/2021	7/9/2024	Executory	Sales on mb.com	Adirondack Trailways	Marketing Agreement	Weekly	Arrears	\$ 48,750.00	Yes	Eugene Berardi	785 S Railroad Ave	Sugar City	ID
114	Commercial	Core	Voyagation LLC	Voyagation	1/1/2024	12/31/2024	Executory	Megabus	Ante Azul	Vendor	Monthly	Arrears	\$ 13,200.00	Yes	Warren Williams			
115	Commercial	Core	Voyagation LLC	Voyagation	Monthly	N/A	Executory	Megabus/Voyagation	AQL	Vendor	Quarterly	Prepaid	\$ 2,500.00	Yes	Customer Support	950 Peninsula Corporate Circle	Boca Raton	FL
116	Commercial	Core	Voyagation LLC	Voyagation	Monthly	N/A	Executory	Megabus/Voyagation	Atlassian	Vendor	Monthly	Prepaid	\$ 450.00	Yes	Customer Support			
117	Commercial	Core	Voyagation LLC	Voyagation	3/1/2023	3/31/2025	Executory	Voyagation	AWS	Vendor	Monthly	Prepaid	\$ 43,513.00	Yes	Julie White			
118	Commercial	Core	Voyagation LLC	Voyagation, LLC	3/10/2023	3/10/2024	Executory	Sales on mb.com	Badder Bus	Marketing Agreement	Monthly	Arrears	\$ 28,064.00	Yes	Doug Badder	260 University Avenue	Atlanta	GA
119	Commercial	Core	Voyagation LLC	Voyagation	Monthly	N/A	Executory	Megabus/Voyagation	Barcodes	Vendor	Annual	Arrears	\$ 13,650.00	Yes	Matt Greenberg			
120	Commercial	Core	Voyagation, LLC	Voyagation, LLC	1/15/2023	1/15/2025	Executory	Sales on mb.com	Black Hill Stage Lines	Marketing Agreement	Monthly	Arrears	\$ 700.00	Yes	Tony Barrios	109 East Constock St	Owosso	MI
121	Commercial	Core	Voyagation LLC	Voyagation	Monthly	N/A	Executory	Megabus/Voyagation	BLS HLS Practitioner	Vendor	Monthly	Prepaid	\$ 294.00	Yes	Customer Support			
122	Commercial	Core	Voyagation LLC	Voyagation	8/9/2019	Open	Executory	Megabus/Voyagation	Browserstack	Vendor	Monthly	Prepaid	\$ 1,528.00	Yes	Customer Support			
123	Commercial	Core	Voyagation, LLC	Voyagation, LLC	1/5/2024	1/5/2025	Executory	Sales on mb.com	Burlington Stage Lines LTD	Marketing Agreement	Monthly	Arrears	\$ 1,100.00	Yes	Mark Moore	499 Hurley Ave	Hurley	NY
124	Commercial	Core	Voyagation LLC	Voyagation	03/01/2023	03/31/2025	Executory	Voyagation	Cardinal Integrated	Vendor	Monthly	Arrears	\$ 32,032.00	Yes	Abhay Stivastava			
125	Commercial	Core	Coach USA Inc.	Coach USA	4/11/2022	4/10/2024	Executory		Cision	Vendor	Annual	Prepaid	\$ 6,300.00	Yes	Katie Hasse			
126	Commercial	Core	Coach USA Inc.	Coach USA	3/8/2023	4/10/2024	Executory		Cision	Vendor	Annual	Prepaid	\$ 3,900.00	Yes	Daniel Feldman			
127	Commercial	Core	Megabus/CoachUSA	Megabus/CoachUSA	12/8/2023	Not renewed	Executory	Display Advertising	Cision	Media pitching	Quarterly	Prepaid	\$ 1,687.50	Yes	Katie Hasse	349 1st St	Elizabeth	NJ
128	Commercial	Core	Megabus NE LLC	Voyagation, LLC	8/28/2020	8/28/2024	Executory	Sales on mb.com	Concord Coach Lines	Marketing Agreement	Monthly	Arrears	\$ 469.70	Yes	Ken Hunter	PO Box 531	West Burlington	IA
129	Commercial	Core	Voyagation LLC	Voyagation	1/1/2020	Not renewed	Executory	Megabus/Voyagation	Contentful	Vendor	Monthly	Arrears	\$ 300.00	Yes	Customer Support			
130	Commercial	Core	Voyagation LLC	Voyagation	Monthly	N/A	Executory	Megabus/Voyagation	DataDog	Vendor	Monthly	Prepaid	\$ 4,412.00	Yes	Rachael Levi			
131	Commercial	Core	Voyagation LLC	Voyagation	2/1/2023	1/3/2024	Executory	Megabus	Digicert	Vendor	Monthly	Prepaid	\$ 682.00	Yes	Customer Support			
132	Commercial	Core	Coach USA Inc.	Coach USA	5/1/2023	4/30/2024	Executory		Emarsys	Vendor	Annual	Prepaid	\$ 199,653.00	Yes	Mark Dylengoski	10 W Market St, Suite 350	Indianapolis	IN
133	Commercial	Core	Megabus	Megabus	11/23/2023	11/24/2024	Executory	Social Media Monitoring	Emarsys	Email Marketing	Quarterly	Prepaid	\$ 44,000.00	Yes	Mark Dylengoski	10940 Wilshire Blvd	Los Angeles	CA
134	Commercial	Core	Voyagation, LLC	Voyagation, LLC	5/9/2022	5/8/2025	Executory	competitive data	Empire Coach Line Inc	Marketing Agreement	Monthly	Arrears	\$ 2,100.00	Yes	Eddie Serano	555 Oak St	North Bay	ON
135	Commercial	Core	Voyagation LLC	Voyagation	Monthly	N/A	Executory	Voyagation	Episerver	Vendor	Annual	Prepaid	\$ 8,072.00	Yes	Ney DaCosta			
136	Commercial	Core	Voyagation LLC	Voyagation	1/1/2024	12/31/2024	Executory	Voyagation	Figma	Vendor	Monthly	Prepaid	\$ 26.00	Yes	Customer Support			
137	Commercial	Core	Voyagation LLC	Voyagation	1/31/2023	1/31/2024	Executory	Voyagation	Flexential	Vendor	Monthly	Arrears	\$ 13,000.00	Yes	Stephanie Brandt			
138	Commercial	Core	Voyagation LLC	Voyagation	Monthly	N/A	Executory	Megabus/Voyagation	Full Story	Vendor	Annual	Prepaid	\$ 3,500.00	Yes	Philip Lombardi			
139	Commercial	Core	Voyagation LLC	Voyagation, LLC	5/15/2023	5/15/2024	Executory	Sales on mb.com	Fullington Trailways, LLC	Marketing Agreement	Monthly	Arrears	\$ 1,462.00	Yes	Jonathan Berzas			
140	Commercial	Core	Voyagation LLC	Voyagation	Monthly	N/A	Executory	Megabus/Voyagation	Go Daddy	Vendor	Monthly	Prepaid	\$ 520.00	Yes	Customer Support			
141	Commercial	Core	Voyagation LLC	Voyagation	01/01/2024	12/31/2024	Executory	Voyagation	Google Maps	Vendor	Monthly	Prepaid	\$ 3,020.00	Yes	Customer Support			

#	Functional Department	Core	Coach Legal Entity	Operational Entity / DBA Entity	Start Date	Expiration Date	Executory / Pricing	Product (if applicable)	Counterparty	Category	Frequency (Executory Only)	Pre-Paid / Arrears (Executory Only)	Monetary Obligation (Executory Only)	Active	Contact Name	Street Address	City	State
142	Commercial	Core	Megabus/CoachUSA	Megabus/CoachUSA	12/9/2021	Not renewed	Executory	Onsite captures/cart abandonment/search abandonment	Hawk SEM	Digital Marketing Agency for Google PPC	Monthly	Arrears	\$ 16,000.00	Yes	Rambod Yadegar	3600 O'Donnell St	Baltimore	MD
143	Commercial	Core	Voyavation LLC	Voyavation	1/6/2020	Open	Executory	Megabus	Host Monster	Vendor	Monthly	Prepaid	\$ 26.00	Yes	Customer Support			
144	Commercial	Core	Voyavation, LLC	Voyavation, LLC	8/11/2022	8/11/2024	Executory	Sales on mb.com	Indian Trails	Marketing Agreement	Monthly	Arrears	\$ 1,125.00	Yes	Brenda Cheney			
145	Commercial	Core	Voyavation LLC	Voyavation	Monthly	N/A	Executory	Megabus/Voyavation	JetSweep	Vendor	Monthly	Arrears	\$ 4,500.00	Yes	Chris Barbanti			
146	Commercial	Core	Voyavation LLC	Voyavation	4/1/2013	Open	Executory	Voyavation	Lucid Chart	Vendor	Monthly	Prepaid	\$ 4,306.00	Yes	Customer Support			
147	Commercial	Core	Voyavation LLC	Voyavation	12/1/2020	Open	Executory	Megabus/Voyavation	Mark Toney	Vendor	Annual	Arrears	\$ 2,500.00	Yes	Mark Thoney			
148	Commercial	Core	Megabus/CoachUSA	Megabus/CoachUSA	3/8/2023	4/10/2024	Executory	Media pitching	Meltwater	Social Media Monitoring	Annual	Prepaid	\$ 12,800.00	Yes	Kimberly Harker	285 Fulton St	New York	NY
149	Commercial	Core	Voyavation LLC	Voyavation	10/4/2023	Open	Executory	Megabus/Voyavation	Mesosys	Vendor	Monthly	Arrears	\$ 168,365.00	Yes	Pete Cameron			
150	Commercial	Core	Voyavation, LLC	Voyavation, LLC	3/29/2023	3/29/2024	Executory	Sale on mb.com	Miller Transportation	Marketing Agreement	Monthly	Arrears	\$ 75.00	Yes	Reginald Addy	PO Box 211, 316 E Cherry St	Clearfield	PA
151	Commercial	Core	Voyavation LLC	Voyavation	2/22/2017	5/25/2024	Executory	Voyavation	Mitchell Martin	Vendor	Monthly	Arrears	\$ 48,141.00	Yes	Rich Cigna			
152	Commercial	Core	Voyavation LLC	Voyavation	Monthly	N/A	Executory	Megabus/Voyavation	Motionpoint	Vendor	Monthly	Arrears	\$ 1,024.00	Yes	Manouela Sanchez			
153	Commercial	Core	Megabus	Megabus/Coach USA	9/27/2023	9/26/2024	Executory	Hypercare	Netomi	AI email/chat	Annual	Prepaid	\$ 15,000.00	Yes	Amy Timpanaro	400 Concar Drive	San Mateo	CA
154	Commercial	Core	Voyavation LLC	Voyavation	9/1/2023	8/31/2024	Executory	Voyavation	Network Solutions	Vendor	Annual	Prepaid	\$ 2,100.00	Yes	Customer Support			
155	Commercial	Core	Coach USA Inc.	Megabus/Coach USA	9/27/2023	9/26/2024	Executory	AI Chat/Email	Netomi	BPO/contact center	Monthly	Arrears	\$ 100,000.00	Yes	Vince Salerno			
156	Commercial	Core	Voyavation, LLC	Voyavation, LLC	7/1/2023	7/1/2024	Executory	Sales on mb.com	NWSBW LLC	Marketing Agreement	Monthly	Arrears	\$ 120.00	Yes	Jacob Price	720 E Norfolk Ave	Norfolk	NE
157	Commercial	Core	Voyavation, LLC	Voyavation, LLC	5/27/2011	5/27/2024	Executory	Sales on mb.com	Ontario Northland Transportation Commission	Marketing Agreement	Monthly	Arrears	\$ -	Yes	Bob Sloss	215 Edward St	St Thomas	ON
158	Commercial	Core	Voyavation LLC	Voyavation	9/25/2023	Open	Executory	Data	Pantheon	Vendor	Annual	Arrears	\$ 1,575.00	Yes	Jen Brickweg			
159	Commercial	Core	Voyavation, LLC	Voyavation, LLC	3/29/2023	3/29/2024	Executory	Sales on mb.com	Peter Pan Bus Lines, Inc	Marketing Agreement	Weekly	Arrears	\$ 21,750.00	Yes	Brian Stefano	PO Box 566	Rexburg	ID
160	Commercial	Core	Voyavation LLC	Voyavation	Monthly	N/A	Executory	Voyavation	Phenix Technology Partners	Vendor	Monthly	Arrears	\$ 24,112.00	Yes	Andrew Fine			
161	Commercial	Core	Megabus NE LLC	Megabus NE	05/09/2022	05/08/2025	Executory	competitive data	QL2	technology	Annual	Prepaid	\$ 39,629.00	Yes	Mina Shirey	7 Langdon St	Concord	NH
162	Commercial	Core	Coach USA Inc.	Coach USA	5/12/2020		Executory		QL2		Annual	Prepaid		Yes				
163	Commercial	Core	Megabus	Megabus/Coach USA	4/1/2022	Open	Executory	Voyavation	Qualtrics	Experience Management	Annual	Prepaid	\$ 200,835.00	Yes	Seamus Hennessy			
164	Commercial	Core	Voyavation, LLC	Voyavation, LLC	9/6/2022	9/6/2024	Executory	Sales on mb.com	Salt Lake Express, LLC	Marketing Agreement	Monthly	Arrears	\$ 300.00	Yes	Jacob Price	5355 SW Helmholtz Way	Redmond	OR
165	Commercial	Core	Voyavation LLC	Voyavation	Monthly	N/A	Executory	Voyavation	Sitemorse/AAATraq	Vendor	Annual	Arrears	\$ 880.00	Yes	Customer Support			
166	Commercial	Core	Megabus	Megabus	12/3/2021	12/31/2024	Executory	Student advertising	Sojern	Display Advertising	Annual	Prepaid	\$ 60,000.00	Yes	Meghan O'Hare	2015 Fisher Drive Unit 101	Peterborough	ON
167	Commercial	Core	Voyavation LLC	Voyavation	Monthly	N/A	Executory	Voyavation	Sonar Cloud	Vendor	Monthly	Prepaid	\$ 131.00	Yes	Customer Support			
168	Commercial	Core	Voyavation, LLC	Voyavation, LLC	11/14/2022	11/14/2024	Executory	Sales on mb.com	Southeastern Stages	Marketing Agreement	Monthly	Arrears	\$ 2,897.00	Yes	Mike Dickson	1 Peter Pan Way, Union Station	Springfield	MA
169	Commercial	Core	Voyavation LLC	Voyavation	8/14/2023	Open	Executory	Voyavation	Stichdata	Vendor	Monthly	Prepaid	\$ 630.00	Yes	Customer Support			
170	Commercial	Core	Voyavation, LLC	Voyavation, LLC	12/20/2022	12/20/2024	Executory	Sales on mb.com	TAC Transportation	Marketing Agreement	Monthly	Arrears	\$ 110.00	Yes	Anthony Ferro	111 Outer Loop	Louisville	KY
171	Commercial	Core	Voyavation LLC	Voyavation	12/1/2023	6/30/2024	Executory	Voyavation	TEK Systems	Vendor	Monthly	Arrears	\$ 16,651.00	Yes	Irwin Coleman			
172	Commercial	Core	Voyavation LLC	Voyavation	Monthly	N/A	Executory	Voyavation	Trillium	Vendor	Annual	Arrears	\$ 1,155.00	Yes	Melissa McFarlane			
173	Commercial	Core	Voyavation LLC	Voyavation	8/1/2021	8/1/2024	Executory	Megabus/Voyavation	Twilio	Vendor	Monthly	Prepaid	\$ 1,814.00	Yes	Customer Support			
174	Commercial	Core	Megabus	Megabus	1/1/2023	n/a	Executory	Signage	Unidays	Student advertising	Monthly	Arrears	\$ 2,500.00	Yes	Customer Support	10 W Market St, Suite 350	Indianapolis	IN
175	Commercial	Core	Megabus	Megabus	3/9/2022	3/9/2024	Executory	BPO/contact center	Union Station	Signage	Monthly	Arrears	\$ 5,800.00	Yes	LaJuana Jones	465 California St Floor 11	San Francisco	CA
176	Commercial	Core	Voyavation LLC	Voyavation	8/1/2021	8/1/2024	Executory	Executory	uTrack (Autonomy)	Vendor	Monthly	Arrears	\$ 19,000.00	Yes	Eamon Hughes			
177	Commercial	Core	Coach USA Inc.	Coach USA Inc.	9/15/2023	9/14/2024	Executory		Wunderkind		Monthly	Arrears	\$ 1,150.00	Yes				
178	Commercial	Core	Coach USA Inc.	Coach USA Inc.	3/17/2021	3/16/2022	Executory		Wunderkind		Monthly	Arrears	\$ 2,178.00	No				
179	Commercial	Non-Core	Megabus US	Megabus US	5/1/2023	4/30/2024	Executory	Email Marketing	Wunderkind	Onsite captures/cart abandonment/search abandonment	Quarterly	Prepaid	\$ 57,400.00	Yes	Ronen Kadosh			
180	Commercial	Non-Core	n/a	n/a	12/12/2023		Executory	Digital Marketing Agency for Google PPC	Zoho Desk	technology	Monthly	Arrears	\$ 3,139.00	Yes	n/a	1161 Spruce Ave	Orlando	FL
181	Commercial	Core	Megabus/CoachUSA	Megabus/CoachUSA	12/12/2023		Pricing	Digital Marketing Agency for Google PPC	Hawk SEM					Yes	Rambod Yadegar			
182	Commercial	Non-Core	Megabus USA LLC	Megabus US	12/9/2021	12/8/2024	Pricing	Onsite captures/cart abandonment/search abandonment	Wunderkind					Yes	Tom Kaeding			
183	Commercial	Non-Core	Megabus CA	Megabus CA	9/28/2021	9/27/2024	Pricing	Onsite captures/cart abandonment/search abandonment	Wunderkind						Tom Kaeding			
184	Commercial	Non-Core	Megabus USA LLC	Megabus	9/7/2023	9/6/2024	Pricing	SMS Marketing	Wunderkind					Yes	Tom Kaeding			
185	Commercial	Core	Voyavation LLC	Megabus	5/1/2023	4/30/2024	Pricing	Email Marketing	Emarsys					No	Mark Dylengoski			
186	Commercial	Core	Coach USA	Megabus/CoachUSA	11/23/2023	11/24/2024	Pricing	Social Media Monitoring	Meltwater					Yes	Kimberly Harker			
187	Commercial	Core	Coach USA	Megabus/CoachUSA	3/8/2023	3/7/2024	Pricing	Media pitching	Cision					No	Daniel Feldman			
188	Commercial	Non-Core	Megabus	Megabus	12/8/2023	12/31/2024	Pricing	Display Advertising	Sojern					Yes	Kevin Wolkowicz			
189	Commercial	Non-Core	Megabus	Megabus	1/1/2023	n/a	Pricing	Student advertising	Unidays					Yes	Stam Magafas			
190	Commercial	Non-Core	Megabus/CoachUSA	Megabus/CoachUSA	1/1/2023	n/a	Pricing	PPC Ads	Google					Yes	n/a			
191	Commercial	Non-Core	Megabus/CoachUSA	Megabus/CoachUSA	1/1/2023	n/a	Pricing	PPC Ads	Facebook					Yes	n/a			
192	Commercial	Non-Core	Megabus	Megabus	1/1/2023	n/a	Pricing	PPC Ads	Bing					Yes	n/a			
193	Commercial	Core	Coach USA	Coach USA	1/1/2023	n/a	Pricing	Email Marketing	Mailchimp					Yes	n/a			
194	Commercial	Non-Core	Megabus	Megabus	1/1/2023	n/a	Pricing	Storage Unit for Promo items	PIMS					Yes	n/a			
195	Commercial	Non-Core	Megabus	Megabus	1/1/2023	n/a	Pricing	Signage	Union Station					Yes	LaJuana Jones			
196	Maintenance	Core	Coach USA, Inc.	Coach USA	9/1/2019	8/31/2024	Pricing	Tires	Bridgestone Americas Tire Operations, LLC	Vendor				Yes	CJ Messmer	200 4TH AVENUE S	NASHVILLE	TN
197	Maintenance	Core	Trentway Wagar, Inc.	Coach Canada	9/1/2019	8/31/2024	Pricing	Tires	Bridgestone Americas Tire Operations, LLC	Vendor				Yes	CJ Messmer	200 4TH AVENUE S	NASHVILLE	TN
198	Maintenance	Core	Coach USA, Inc.	Coach USA	2/15/2023	2/28/2024	Pricing	Air Dryer	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
199	Maintenance	Core	Coach USA, Inc.	Coach USA	3/1/2023	2/28/2024	Pricing	Batteries	Pascar	Vendor				Yes	John Joblin	777 106TH AVENUE NE	BELLEVILLE	WA
200	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2023	1/31/2024	Pricing	Alternator	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
201	Maintenance	Core	Coach USA, Inc.	Coach USA	4/1/2023	3/31/2024	Pricing	Mirrors	NFI	Vendor				Yes	Mike Flaherty	7001 Universal Coach Drive	LOUISVILLE	KY
202	Maintenance	Core	Coach USA, Inc.	Coach USA	6/25/2023	6/30/2024	Pricing	Belt Tensioner	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
203	Maintenance	Core	Coach USA, Inc.	Coach USA	3/1/2023	2/28/2024	Pricing	Body Parts	NFI	Vendor				Yes	Mike Flaherty	7001 Universal Coach Drive	LOUISVILLE	KY
204	Maintenance	Core	Coach USA, Inc.	Coach USA	6/25/2023	6/30/2024	Pricing	Belts	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
205	Maintenance	Core	Coach USA, Inc.	Coach USA	3/1/2023	2/28/2024	Pricing	Body Parts	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
206	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2023	1/31/2024	Pricing	Engine Parts	NFI	Vendor				Yes	Mike Flaherty	7001 Universal Coach Drive	LOUISVILLE	KY
207	Maintenance	Core	Coach USA, Inc.	Coach USA	3/1/2023	2/28/2024	Pricing	Brake Rotors	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
208	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2023	1/31/2024	Pricing	Lavatory Parts	NFI	Vendor				Yes	Mike Flaherty	7001 Universal Coach Drive	LOUISVILLE	KY
209	Maintenance	Core	Coach USA, Inc.	Coach USA	3/1/2023	2/28/2024	Pricing	Brake Shoes	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
210	Maintenance	Core	Coach USA, Inc.	Coach USA	3/1/2023	2/28/2024	Pricing	Calipers	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL

#	Functional Department	Core	Coach Legal Entity	Operational Entity / DBA Entity	Start Date	Expiration Date	Executory / Pricing	Product (if applicable)	Counterparty	Category	Frequency (Executory Only)	Pre-Paid / Arrears (Executory Only)	Monetary Obligation (Executory Only)	Active	Contact Name	Street Address	City	State
211	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2024	1/31/2025	Pricing	Glass/Windows	NFI	Vendor				Yes	Mike Flaherty	7001 Universal Coach Drive	LOUISVILLE	KY
212	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2024	1/31/2025	Pricing	Glass/Windows	Translite	Vendor				Yes	Michael Turner	100 Trumbull St K Bldg	Elizabeth	NJ
213	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2023	1/31/2024	Pricing	Engine Parts	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
214	Maintenance	Core	Coach USA, Inc.	Coach USA	5/1/2023	4/30/2024	Pricing	Filters	Paccar	Vendor				Yes	John Joblin	777 106TH Avenue NE	BELLEVILLE	WA
215	Maintenance	Core	Coach USA, Inc.	Coach USA	5/8/2023	5/31/2024	Pricing	Aftermarket Sensors	NFI	Vendor				Yes	Mike Flaherty	7001 Universal Coach Drive	LOUISVILLE	KY
216	Maintenance	Core	Coach USA, Inc.	Coach USA	6/26/2023	6/30/2024	Pricing	Fan Clutches	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
217	Maintenance	Core	Coach USA, Inc.	Coach USA	6/26/2023	6/30/2024	Pricing	Filters	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
218	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2024	1/31/2025	Pricing	Glass/Windows	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
219	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2024	1/31/2025	Pricing	HVAC	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
220	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2024	1/31/2025	Pricing	Suspension and Steering	NFI	Vendor				Yes	Mike Flaherty	7001 Universal Coach Drive	LOUISVILLE	KY
221	Maintenance	Core	Coach USA, Inc.	Coach USA	3/31/2023	2/28/2024	Pricing	Cummins Parts	Paccar	Vendor				Yes	John Joblin	777 106TH Avenue NE	BELLEVILLE	WA
222	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2023	1/31/2024	Pricing	Lavatory Parts	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
223	Maintenance	Core	Coach USA, Inc.	Coach USA	7/10/2020	11/1/2026	Pricing	Rental Uniforms	Cintas	Vendor				Yes	Michael Hamilton	6800 Cintas Blvd	Cincinnati	OH
224	Maintenance	Core	Coach USA, Inc.	Coach USA	6/29/202	11/1/2026	Pricing	Driver Uniforms	Cintas	Vendor				Yes	Michael Hamilton	6800 Cintas Blvd	Cincinnati	OH
225	Maintenance	Core	Coach USA, Inc.	Coach USA	4/1/2023	3/31/2024	Pricing	Mirrors	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
226	Maintenance	Core	Coach USA, Inc.	Coach USA	5/8/2023	5/31/2024	Pricing	Radiators and Air Coolers	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
227	Maintenance	Core	Coach USA, Inc.	Coach USA	8/15/2015	Evergreen	Pricing	Rental Car	Enterprise	Vendor				Yes	Drew Ebersole	1905 Boy Scout Dr	Ft. Myers	FL
228	Maintenance	Core	Coach USA, Inc.	Coach USA	7/6/2016	Evergreen	Pricing	Travel	Direct Travel	Vendor				Yes	NA	1633 Broadway 35th Floor	New York	NY
229	Maintenance	Core	Coach USA, Inc.	Coach USA	3/23/2016	Evergreen	Pricing	Waste and Recycling	Waste Management	Vendor				Yes	Zach Yeaman	1 Griffin Rd North Ste 4C	Windsor	CT
230	Maintenance	Core	Coach USA, Inc.	Coach USA	10/1/2016	10/1/2019	Pricing	DEF	Mansfield Oil	Vendor				Yes	Kelly Barron	1025 Airport Pkwy	Gainsville	GA
231	Maintenance	Core	Coach USA, Inc.	Coach USA	11/11/2021	11/1/2025	Pricing	Environmental	Safety Kleen	Vendor				Yes	James Ayala	42 Longwater Dr	Norwell	MA
232	Maintenance	Core	Coach USA, Inc.	Coach USA	7/1/2020	6/30/2025	Pricing	Oil Testing	Ana Labs	Vendor				Yes	Robert Robie	130D Harding Ave	Bellmawr	NJ
233	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2024	1/31/2025	Pricing	Suspension and Steering	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
234	Maintenance	Core	Coach USA, Inc.	Coach USA	4/17/2023	4/30/2024	Pricing	Wheels and Parts	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
235	Maintenance	Core	Coach USA, Inc.	Coach USA	2/1/2024	1/31/2025	Pricing	Wiper Blades and Motors	ABC Companies	Vendor				Yes	John Gillis	17469 W Colonial Dr	WINTER PARK	FL
236	Maintenance	Core	Coach USA, Inc.	Coach USA	5/8/2023	5/31/2024	Pricing	Radiators and Air Coolers	NFI	Vendor				Yes	Mike Flaherty	7001 Universal Coach Drive	LOUISVILLE	KY
237	Maintenance	Core	Coach USA, Inc.	Coach USA	2019	2024	Pricing	Lubricants	Shell	Vendor				Yes	Jorge Pinon	150 N Darry Ashford Rd	Houston	TX
238	Maintenance	Core	Coach USA, Inc.	Coach USA	12/14/2021	Evergreen	Pricing	Emergency Environmental	HEPACO	Vendor				Yes	Jack Dubai	5371 Hartford Street	Tampa	FL
239	Maintenance	Core	Coach USA, Inc.	Coach USA			Pricing	Chemicals	ZEP	Vendor				Yes	John Halcovich	1310 Seaboard Industrial Blvd	Atlanta	GA
240	Maintenance	Core	Coach USA, Inc.	Coach USA	1/1/2023	12/31/2025	Pricing	Advertising	Interstate Media	Vendor				Yes	David Neglio	905 Kings Highway Rd	Cherry Hill	NJ
241	Maintenance	Core	Coach USA, Inc.	Coach USA			Pricing	Hardware	Lawson	Vendor				Yes	Mart Wenzler	8770 W Bryn Mawr Ave Suite	Chicago	IL
242	Maintenance	Core	Coach USA, Inc.	Coach USA			Pricing	Lifts	Steril Koni	Vendor				Yes	Rick Palmer	200 Log Canoe Cir	Stevensville	MD
243	Maintenance	Core	Coach USA, Inc.	Coach USA	9/7/2021	7/31/2026	Pricing	Maintenance Software	Asset Works	Vendor				Yes	Orlando Barrett	998 Old Eagle School, Suite 1	Wayne	PA
244	Maintenance	Core	Coach USA, Inc.	Coach USA		Evergreen	Pricing	Fuel	Sprague	Vendor				Yes	Steven Levy	440 Mamaronck Ave	Harrison	NY
245	Maintenance	Core	Coach USA, Inc.	Coach USA			Pricing	Office Supplies	Staples	Vendor				Yes	Jeffrey Rochler	500 Staples Drive	Framingham	MA
246	Maintenance	Core	Coach USA, Inc.	Coach USA			Pricing	Allison Transmissions	Allison Dealers	Vendor				Yes	Mike O'Quinn	PFI0 One Allison Way	Indianapolis	IN
247	Safety	Core	Coach USA, Inc.	Coach USA	1/27/2022	1/27/2027	Executory	On board Telematics & Video	Samsara	Vendor	Annual paid by depot			Yes	Mason O'Brian	1 De Haro Street	San Francisco	CA
248	Safety	Core	Coach USA, Inc.	Coach USA	1/1/2024	12/31/2024	Pricing	Monthly Safety Meetings	Avatar Management	Vendor			\$ 12,500.00	Yes	Mark Gardner	2241 Pinnacle Pkwy Ste D	Twinsburg	OH
249	Safety	Core	Coach USA, Inc.	Coach USA			Pricing	Driver Qualification Files	Avatar Fleet	Vendor			\$ 11,814.40	Yes	Scott Rea	1970 N. Cleveland Massillon	Bath	OH
250	Safety	Core	Coach USA, Inc.	Coach USA	10/15/2020	10/15/2023	Pricing	Drive Lic monitoring & new MVR pulls	Samba Safety	Vendor	Varies month to month 8K-8.5K		\$ 8,500.00	No	Kerri Maloney	Dept LA 24536	Pasadena	CA
251	Safety	Core	Coach USA, Inc.	Coach USA			Pricing	Onboard fatigue video system	Guardian	Vendor	Paid by depots			Yes	Nick Plowman	1860 E River Rd Ste 325	Tuscan	AZ
252	Safety	Core	Coach USA, Inc.	Coach USA	9/1/2023	8/31/2025	Pricing	Employee Intranet	Blink	Vendor	Quarterly		\$ 23,757.50	Yes	Kristen Bailey	361 Newbury St	Boston	MA
253	Safety	Core	Coach USA, Inc.	Coach USA	11/6/2023	11/6/2024	Pricing	Safety Monitors	Rise Vision	Vendor	annual		\$ 7,560.00	Yes				
254	Safety	Core	Coach USA, Inc.	Coach USA			Pricing	Daily Safety Messages	Blue Line	Vendor			\$ 1,100.00	Yes	James Hetrick	3720 Gaviota Ave	Long Beach	CA
255	Commercial	Core	Trentway Wagar, Inc.	Coach Canada			Executory	Online screening for fraudulent online Megabus sales purchases	RISKIFIED INC	Vendor	Monthly	Arrears	\$ 20,000.00	Yes				
256	Commercial	Core	Trentway Wagar, Inc.	Coach Canada			Executory	Tickets sold for Ontario Northland	Ontario Northland Transportation Commission	Vendor	Monthly	Arrears	\$ 24,000.00	Yes				
257	Commercial	Core	Trentway Wagar, Inc.	Coach Canada			Executory	Niagara Transit WEGO Tickets	NIAGARA PARKS COMMISSION LICENCING OFFICE	Vendor	Monthly	Arrears	\$ 60,000.00	Yes				
258	Commercial	Core	Trentway Wagar, Inc.	Coach Canada			Executory	St. Catharines Sales Agent & location access	Niagara Transit Commission	Vendor	Monthly	Arrears	\$ 17,000.00	Yes				
259	Commercial	Core	Trentway Wagar, Inc.	Coach Canada			Executory	Access to Hamilton Airport	HAMILTON INTERNATIONAL AIRPORT	Vendor	Monthly	Arrears	\$ 1,300.00	Yes				
260	Commercial	Core	Trentway Wagar, Inc.	Coach Canada			Executory	Niagara Parks Permits	NIAGARA PARKS COMMISSION LICENCING OFFICE	Vendor	Monthly	Arrears	\$ 40,000.00	Yes				
261	Commercial	Core	Trentway Wagar, Inc.	Coach Canada			Executory	Yorkdale Terminal	MetroInx	Vendor	Monthly	Arrears	\$ 5,999.95	Yes				
262	Commercial	Core	Trentway Wagar, Inc.	Coach Canada			Executory	Whitby Platform	MetroInx	Vendor	Monthly	Arrears	\$ 1,695.00	Yes				

Schedule 4.11: Material Contracts and Agreements - Employee Contracts

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Start Date	Expiration Date	Counterparty	Category	Active	Contract Received
1	Core	Coach USA, Inc.	Coach USA	8/1/2016		Dominic Manuele	Employee Agreement		No
2	Core	Coach USA, Inc.	Coach USA	6/22/2016		Jason Louis	Employee Agreement		No
3	Core	Coach USA, Inc.	Coach USA	10/5/2015		Linda Burtwistle	Service Agreement		No
4	Core	Coach USA, Inc.	Coach USA	8/31/2022		Ross Kinnear	Employee Agreement		No
5	Core	Coach USA, Inc.	Coach USA	10/26/2012		Alistair Bryan-Jones	Offer Letter		No
6	Core	Stagecoach Manchester		7/30/2008		Colm Lynch	Offer Letter		No
7	Core	Coach USA, Inc.	Coach USA	5/5/2022		Colin Emberson	Employee Agreement		No
8	Core	Coach USA, Inc.	Coach USA	5/12/2022		Derrick Kazimierski	Employee Agreement		No
9	Core	Coach USA, Inc.	Coach USA	5/9/2022		Derrick Waters	Employee Agreement		No
10	Core	Coach USA, Inc.	Coach USA	5/9/2022		Newel Scoon	Employee Agreement		No

SCHEDULE 4.13: COLLECTIVE BARGAINING AGREEMENTS

Schedule 4.13(i):

See attached.

Schedule 4.13(ii):

1. Employment Agreement, dated May 9, 2022, by and between Derrick Waters and Coach USA, Inc.
2. Employment Agreement, dated August 31, 2022, by and between Ross Kinnear and Coach USA, Inc.
3. Employment Agreement, dated May 5, 2022, by and between Colin Emberson and Coach USA, Inc.
4. Employment Agreement, dated August 1, 2016, by and between Dominic Manuele and Coach USA, Inc.
5. Employment Agreement, dated May 9, 2022, by and between Newel Scoon and Coach USA, Inc.
6. Employment Agreement, dated June 22, 2016, by and between Jason Louis and Coach USA, Inc.
7. Employment Agreement, dated May 12, 2022, by and between Dariusz Kazimierski and Coach USA, Inc.

Schedule 4.13: Collective Bargaining Agreements

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Contract	Location	Signed	Employer	International	Local	Start Date	Expiration Date	Bargaining Unit	401K/Pension
1	Core	Chenango Valley Bus Lines, Inc.	Shortline	Collective Bargaining Agreement	Binghamton, NY	4/8/2015	Chenango Valley Bus Lines, Inc.	ATU	ATU Local 1592	2/1/2022	1/31/2025	Full and part time motor coach operators and maintenance employees of Chenango Valley	Company 401k
2	Core	Community Coach, Inc.	Community Coach	Collective Bargaining Agreement	Paramus, NJ	3/1/2018	Community Coach, Inc.	Teamsters	Local Union No. 35 Affiliated with the International Brotherhood of Teamsters	3/1/2021	2/28/2025	Union Contract for full and part time mechanics, cleaners and washers of Community Coach. Establishes terms and conditions of employment. 23.03 and 23.03 establish minimum wages by job category and wage increases over the term of the contract. Closed shop	ATU 401K Plan (this may just be Company plan)
3	Core	Community Coach, Inc.	Community Bus Lines	Collective Bargaining Agreement	Paramus, NJ	8/24/2016	Community Coach, Inc.	SMART	SMART-Transportation Division 759	9/26/2023	4/21/2026	77 Line and Charter full time bus operators. It shall not apply to equipment with a seating capacity of less than 22.	Company 401k (Named Community Transportation 401K Plan)
4	Core	Community Transportation, Inc.	Community Coach	Collective Bargaining Agreement	Paramus, NJ		Community Transportation, Inc.	SMART	Local 759	1/1/2023	12/31/2025	Local Passaic Line and Bergen Line Contracts. All employees will receive WARN Notice and terminated prior to the Transaction. Brooklyn Navy employees are included in this CBA and will be part of the Core Plan.	Company 401k (Named Community Transportation 401K Plan)
5	Core	Dillon's Bus Service, Inc.	Dillons	MOA	Hanover, MD	05/30/2024	Dillon's Bus Service, Inc.	AFL-CIO	Eastern Joint States Board Local 298	06/01/2024	05/31/2027	Full-time and regular part-time mechanics and cleaners at the facility located at 7479 New Ridge Road Hanover, Maryland 21076.	Company 401K Plan
6	Core	Dillon's Bus Service, Inc.	Dillons	Collective Bargaining Agreement	Hanover, MD	6/20/2018	Dillon's Bus Service, Inc.	ATU	Local 689	1/1/2022	12/31/2024	FT and regular PT Drivers at the Hanover facility	Company 401K Plan
7	Core	Elko, Inc.	Elko	Collective Bargaining Agreement	Elko, NV		Elko, Inc.	AFL-CIO	ESJB, L 298	11/1/2021	10/31/2024	Drivers and Trainees	Company 401K Plan
8	Core	Hudson Transit Corporation	Shortline	MOA (CBA pending)	Chester, NY and Mahwah, NJ		Hudson Transit Corp.	AFL-CIO	AFL-CIO TWU Local 225	11/2/2021	11/2/2024	Orange Westchester Link Drivers	Does not identify company or union plan
9	Core	Hudson Transit Lines, Inc.	Shortline	Collective Bargaining Agreement	Chester, NY and Mahwah, NJ	1/1/2016	Hudson Transit Lines, Inc.	AFL-CIO	AFL-CIO TWU Local 225	1/1/2022	1/1/2025	Motor Coach Operators, Ticket Agents and Maintenance personnel	Hudson Transit Lines Union Employees Pension Plan (Company initiated plan)
10	Core	Hudson Transit Lines, Inc.	Shortline	Collective Bargaining Agreement	Chester, NY and Mahwah, NJ	1/1/2016	Hudson Transit Lines, Inc.	AFL-CIO	AFL-CIO TWU Local 225	2/20/2022	2/20/2025	Dispatchers	Company 401K Plan
11	Core	Olympia Trails Bus Company, Inc.	Olympia Trails	Collective Bargaining Agreement	Elizabeth, NJ	1/1/2017	Olympia Trails Bus Company, Inc.	AFL-CIO	ESJB, L 298	1/1/2023	12/31/2025	Bargaining unit is full and part time drivers and ticket agents	Company 401K Plan
12	Core	Rockland Coaches, Inc.	Rockland	Collective Bargaining Agreement	Westwood, NJ	8/4/2016	Rockland Coaches, Inc.	SMART	Local 1558	1/1/2023	1/1/2026	Bus operators, vehicle maintenance employees, starters and dispatchers and clerical. Per Article C1, clerical includes verifying clerk, information clerk, clerk-typist and general office employees, excluding employees responsible for recording daily transactions in the corporate books of original entry, employees responsible for analyzing corporate transactions (bookkeepers), two part-time information clerks per day, seven days per week, seasonal help primarily for charter work during the period of May 1st -September 1st (seasonal employees shall be required to pay monthly Union dues), professional employees and all supervisory workers, as defined in the Labor-Management Relations Act of 1947, as amended.	Company 401K
13	Core	Sam Van Galder, Inc.	Van Galder	Collective Bargaining Agreement	Janesville, WI	7/1/2017	Sam Van Galder Inc	Teamsters	Teamsters Local Union No 695	7/1/2021	6/30/2024	Full and part time bus drivers and mechanics, including coach drivers, charter drivers, school bus drivers and driver/janitors	Company 401K Plan

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Contract	Location	Signed	Employer	International	Local	Start Date	Expiration Date	Bargaining Unit	401K/Pension
14	Core	Suburban Transit Corp.	Suburban	Agreement (FT and PT Drivers) - pending negotiations	Brunswick, NJ	9/28/2018	Suburban Trails, Inc.	SMART	Local 1589	10/1/2018	9/30/2023	Union agreement for full bus operators for Company's buses	Suburban Trails 401K Plan (believe this is the Company Plan)
15	Core	Suburban Transit Corp.	Suburban	Collective Bargaining Agreement	Brunswick, NJ	5/1/2016	Suburban Transit Corp. of New Brunswick NJ	BCTGM	Bakery Confectionery Tobacco Workers and Grain Millers Union Local #53	5/1/2021	4/30/2026	Union Contract for maintenance employees at 750 Somerset New Brunswick NJ Closed shop	Maintenance Employees' 401K Plan (believe this is the Company Plan)
16	Core	Suburban Transit Corp.	Suburban	Agreement (FT and PT Drivers)	Brunswick, NJ	9/28/2018	Suburban Transit Corporation	SMART	Local 1589	10/1/2018	9/30/2023	Union agreement for full bus operators for Company's buses	Suburban Transit 401K Plan (believe this is the Company Plan)
17	Core	Trentway-Wagar (Properties) Inc.	Coach Canada	Collective Bargaining Agreement	5550 Monk Blvd Montreal (quebec)	9/1/2022	Trentway-Wagar, Inc. dba Coach Canada	CSN	CSN	9/1/2022	8/31/2026	Drivers and Maintenance for sightseeing at 5550 Monk Blvd, Montreal, Quebec	
18	Core	Trentway-Wagar (Properties) Inc.	Coach Canada	Collective Bargaining Agreement		7/13/2023	Trentway-Wagar, Inc. dba Coach Canada	ATU	ATU Local 1624	7/13/2023	12/31/2026	Class A - All FT and PT Coach Drivers	
19	Core	Trentway-Wagar (Properties) Inc.	Coach Canada	Collective Bargaining Agreement		8/14/2023	Trentway-Wagar, Inc. dba Coach Canada	ATU	ATU Local 1624	8/14/2023	12/31/2026	Class D - Driver designated as such by the Company	
20	Core	Trentway-Wagar (Properties) Inc.	Coach Canada	Collective Bargaining Agreement	Greater Toronto Area	8/14/2023	Trentway-Wagar, Inc. dba Coach Canada	ATU	ATU Local 1624	8/14/2023	1/31/2027	Toronto Maintenance - All FT and PT garage employees, including bus washers/cleaners employed in the Greater Toronto area excluding casual and supervisors	
21	Core	Megabus Northeast, LLC	Megabus NE	MOA	Paulsboro and Landover		Megabus Northeast (Mechanics, Cleaners)		Eastern States Joint Board Local 298	2/1/2023	1/31/2026	Mechanics, cleaners	
22	Core	Megabus Northeast, LLC	Megabus NE	Collective Bargaining Agreement	Elizabeth and Paulsboro NJ, Landover, MD, Pittsburgh PA	7/1/2017	Megabus Northeast LLC (Drivers)	AFL-CIO	Eastern States Joint Board Local 298 (formerly 322)	7/1/2021	6/30/2024	FT and PT drivers at Elizabeth, Camden and Paulsboro facilities MERGED with Pittsburgh Location.	Company 401k Plan
23	Core	Megabus Northeast, LLC	Megabus NE	Collective Bargaining Agreement and MOA 2021	NYC, Philadelphia, Washington DC and luggage loaders in Pittsburgh	11/20/2018	Megabus Northeast, LLC (luggage loaders and field supervisors)	AFL-CIO	Eastern States Joint Board Local 298 (formerly 322)	10/1/2021	9/30/2024	Union agreement for full time and regular part time luggage loaders and field supervisors at NYC, Philadelphia, Washington DC and luggage loaders in Pittsburgh. Includes dispatchers in Landover and Elizabeth.	Company 401K Plan
24	Core	Orange, Newark, Elizabeth Bus, Inc. and Megabus Northeast, LLC	Megabus NE	Collective Bargaining Agreement	Elizabeth, NJ	3/4/2016	Orange Newark Elizabeth Bus, Inc. and Megabus Northeast, LLC	Teamsters	Local 560 International Brotherhood of Teamsters	3/4/2022	3/3/2027	Full and part time maintenance mechanics (body men and tire men and Working Foremen) at the Elizabeth NJ facility for vehicles operated by Megabus Northeast, LLC, Olympia Trails, ONE BUS, Independent Bus Com and Red and Tan Tours.	Company 401K Plan

SCHEDULE 4.14(a): CERTAIN SELLER PLANS

See attached.

Schedule 4.14(a): Certain Seller Plans

#	Core vs. Non-Core	Legal Entity	Operational / DBA Entity	Plan Name	Plan Details
1	Core	Hudson Transit Lines, Inc.	Shortline	Hudson Transit Lines Union Employees Pension Plan	The Company sponsors a noncontributory defined benefit pension plan for certain employees hired prior to December 31, 1996 and is closed to new members. The Company funds the plan in amounts consistent with the statutory funding requirements
2	Core	Community Coach, Inc.	Community Coach	Teamsters Local No. 35 Pension Plan	The Company participates in a multi-employer plan that provide defined benefits to certain U.S. employees covered by collective bargaining agreements. The plan is administered by a board of trustees comprised of the management of the participating companies and labor representatives

SCHEDULE 4.14(d): SELLER PLANS – US

1. Coach USA, Inc. 401(k) and Savings Plan
2. Coach USA Group Insurance Plan, which includes the following component benefits:
 - a. Major Medical Insurance provided through:
 - i. Aetna NJ PAMC 1500 80/60 RX3
 - ii. Aetna Choice POS II Benefit: Plan 1, Plan 4, Plan 5, Plan 6, Plan 7
 - iii. Aetna Choice POS II High Deductible Health Plan: Plan 2, Plan 3
 - iv. Caremark PCS Health
 - v. MercyCare Health Plans: PPO Co-90/70 \$250 ded, \$20/\$40/\$60
 - vi. MercyCare HMO
 - vii. Highmark Medical benefits through BCBS
 - viii. Anthem medical benefits
 - ix. Kaiser Permanente Northern California Health Plan
 - x. Kaiser Permanente Southern California Health Plan
 - xi. Kaiser Foundation Health Plan of the Mid-Atlantic States
 - b. Dental Insurance provided through MetLife
 - c. Vision Insurance provided through EyeMed
 - d. Short-Term Disability Insurance provided through The Hartford
 - e. Long-Term Disability Insurance provided through The Hartford
 - f. Basic Life and AD&D Insurance provided through The Hartford
 - g. Core Long-Term Disability Insurance provided through The Hartford
 - h. Supplemental Life Insurance provided through The Hartford
 - i. Spouse Life Insurance provided through The Hartford
 - j. Child Life Insurance provided through The Hartford
3. Coach USA, Inc. Cafeteria Plan, which includes the following component benefits:
 - a. Pre-Tax Premium Conversion
 - b. Health Care Flexible Spending Account
 - c. Dependent Care Flexible Spending Account
4. Coach USA Bonus Plan
5. Coach USA PTO Policy
6. Coach USA Severance (Discretionary)
7. Legal Plan
8. Pet Insurance Nationwide
9. InfoArmor ID Theft Plan
10. Awardco Rewards & Recognition Program
11. Employee Referral Program (Payments to Employees for Successful Hire of New Employees)
12. Samsara Safety Rewards
13. Health Benefit Fund – Local 298 AFL-CIO-Liberty Plan (Includes: Medical and Vision) (aka UWA Local 322 Health & Welfare Plan; aka Local 1931 Health Plan)
14. BCTGM Local 53 Health Benefits Fund (Includes: Medical, Dental, and Vision)
15. Suburban/Coach USA 401(k) Plan for Drivers, Shop Employees & Affiliates
16. Health Equity HSA
17. Pre-tax commuter benefits through WEX
18. Critical illness coverage through MetLife
19. Group Voluntary Accident Coverage through MetLife
20. Hospitality Indemnity Insurance through MetLife
21. Employee Assistance Program through ComPsych
22. Tobacco/Nicotine Cessation Program
23. Optavise

24. Tickets at Work
25. The following leave policies as set forth in the Coach USA Employee Handbook
 - a. Family Medical Leave
 - b. Family Leave Insurance for California, Hawaii, Massachusetts, New Jersey, New York, Rhode Island, Washington, and Washington, DC.
 - c. Vacation
 - d. Paid Time Off
 - e. Temporary Disability for California, Hawaii, New Jersey, Rhode Island, New York and Puerto Rico under state mandated short-term disability programs
 - f. Workers' Compensation
 - g. Bereavement Leave
 - h. Jury Duty Leave
 - i. Crime Victim Leave
 - j. Emergency Responder Leave
 - k. Time off to Vote
26. Management Incentive Plan, for which the majority of payments to be made in connection therewith have been made prior to the date hereof.

Company Multiemployer Plan:

1. Teamsters Local Union No. 35 Pension Plan

Company Single Employer Pension Plan:

1. Hudson Transit Lines Union Employees Pension Plan (aka Shortline Union Pension Trust)

SCHEDULE 4.14(d): SELLER PLANS - CANADA

1. Coach Canada Healthcare All Coverages Excluding Dental – Industrial Alliance Includes Healthcare, Life, and Disability
 - a. Industrial Alliance (G23097-A) – Life and Disability Benefits
 - b. Industrial Alliance (100012299) – Basic Accidental Death and Dismemberment Benefits
 - c. Industrial Alliance (23097-B) – Extended Health and Dental Benefits
2. Coach Canada Dental – Industrial Alliance
3. Coach USA Bonus Plan
4. Coach USA PTO Policy
5. Coach USA Severance (Discretionary)
6. Awardco
7. Employee Referral Program (Payments to Employees for Successful Hire of New Employees)
8. Samsara Safety Rewards
9. Trentway-Wagar Inc (Defined Contribution: 56401) – Manulife
10. Trentway-Wagar Inc (Defined Contribution: 56821) – Manulife
11. Pension Plan for Trentway Wagar Inc. & Associated Companies (82071002)
12. Pension Plan for the Employees of Trentway Wagar Inc. (72257009)

SCHEDULE 4.14(f): VOLUNTARY COMPLIANCE PROGRAMS

In 2021, the IRS approved a Voluntary Corrections Program filing for the Coach USA, Inc. Represented Employees 401(k) Plan. The failure involved a plan document failure under which employees of certain employers began participating in the plan before the plan was formally amended to include those employers as participating employers. The error was corrected by amending the plan to evidence the participation of each employer in the plan.

SCHEDULE 4.16: INSURANCE

See attached.

Schedule 4.16: Insurance

Auto Claims

Year	# of Claims	Total Incurred	Total Paid	Total Future Reserve
2020	103	\$ 1,003,834	\$ 588,717	\$ 415,117
2021	109	1,701,114	722,761	978,353
2022	262	1,665,516	509,684	1,155,831
2023	345	559,682	217,937	341,745
Total	819	\$ 4,930,146	\$ 2,039,099	\$ 2,891,047

Workers Compensation Claims

Year	# of Claims	Total Incurred	Total Paid	Total Future Reserve
2020	43	\$ 1,229,061	\$ 972,017	\$ 257,044
2021	56	1,876,136	1,513,027	363,109
2022	70	1,795,837	1,260,731	535,106
2023	63	783,901	381,216	402,686
Total	232	\$ 5,684,936	\$ 4,126,991	\$ 1,557,945

General Liability Claims

Year	# of Claims	Total Incurred	Total Paid	Total Future Reserve
2020	9	\$ 52,700	\$ 52,700	\$ -
2021	8	47,422	7,422	40,000
2022	11	14,204	4,213	9,991
2023	11	20,115	883	19,232
Total	39	\$ 134,441	\$ 65,218	\$ 69,223

Schedule 4.16: Insurance

Country	Type	Insurer	Policy Period	Policy Number	Currency	Deductible	Coverage / Limits
Canada	Automotive Liability	Travelers	8/15/23 - 8/15/24		CAD	\$10,000 - \$50,000	\$10,000,000
Canada	Garage Auto	Travelers	8/15/23 - 8/15/24		CAD	\$25,000	\$1,000 - \$10,000,000
Canada	Commerical General Liability	Travelers	8/15/23 - 8/15/24		CAD	\$2,500 - \$20,000	\$25,000 - 10,000,000
Canada	Umbrella Liability	Northbridge	8/15/23 - 8/15/24		CAD		\$10,000,000
Canada	Excess Liability	Aviva	8/15/23 - 8/15/24		CAD		\$10,000,000
Canada	Property	Travelers	8/15/23 - 8/15/24		CAD	\$20,000 - \$100,000	\$8,808,468
Canada	Equipment Breakdown	Intact (RSA)	8/15/23 - 8/15/24		CAD	\$1,000	\$8,423,350
US	Workers' Compensation & Employers' Liability (AOS)	AXA XL	8/1/23 - 8/1/24	RWD943541211	US	\$1,000,000	WC: Statutory EL: \$1,000,000
US	Workers' Compensation & Employers' Liability (WI)	AXA XL	8/1/23 - 8/1/24	RWR943541311	US	\$1,000,000	WC: Statutory EL: \$1,000,000
US	Excess Workers' Compensation & Employers' Liability (WY/OH)	AXA XL	8/1/23 - 8/1/24	RWE943541511	US	\$500,000	WC: Statutory EL: \$1,000,000
US	Auto Liability (RRG)	Momentum RRG	8/1/23 - 8/1/24	RRG26224872-23	US	\$4,950,000	\$5,000,000
US	Auto Liability	AXA XL	8/1/23 - 8/1/24	RAD943765210	US	\$5,000,000	\$5,000,000
US	NY Auto Liability	AXA XL	3/1/24 - 3/1/25	RAD943800404	US	\$5,000,000	\$5,000,000
US	General Liability	AXA XL	8/1/23 - 8/1/24	RGD943765110	US	\$1,000,000	Occ: \$1,000,000 Agg: \$2,000,000
US	General Liability (Garage)	AXA XL	8/1/23 - 8/1/24	RGD300112507	US	\$5,000,000	Occ: \$5,000,000 Agg: \$5,000,000
US	Excess Auto	AEGIS	5/1/22 - 5/1/25	NAMCA2201348	US	Excess of Primary	Occ: \$5,000,000 Annual Agg: \$10,000,000 Policy Term Agg: \$30,000,000
US	Excess Liability (Lead \$2M)	Lexington	5/1/24 - 5/1/25	66320729	US	Excess of Primary and AEGIS	Occ: \$2,000,000 Agg: \$2,000,000
US	Excess Liability (\$3M x \$2M)	Scottsdale	5/1/24 - 5/1/25	XLS2004217	US	Excess of Lexington Lead \$2M	Occ: \$3,000,000 Agg: \$3,000,000
US	Excess Liability (\$5M x \$5M)	AXIS	5/1/24 - 5/1/25	P-001-003705397-01	US	Excess of \$5M	Occ: \$2,500,000 Agg: \$2,500,000 Part of \$5,000,000
US	Excess Liability (\$5M x \$5M)	Endurance	5/1/24 - 5/1/25	EXT30059337400	US	Excess of \$5M	Occ: \$2,500,000 Agg: \$2,500,000 Part of \$5,000,000
US	Excess Liability (\$5M x \$10M)	CNA	5/1/24 - 5/1/25	7092061495	US	Excess of \$10M	Occ: \$2,500,000 Agg: \$2,500,000 Part of \$5,000,000

US	Excess Liability (\$5M x \$10M)	Lexington	5/1/24 - 5/1/25	66320730	US	Excess of \$10M	Occ: \$2,500,000 Agg: \$2,500,000 Part of \$5,000,000
US	Property & Vehicle Physical Damage	Lexington Insurance Company (AIG)	8/1/23- 8/1/24	051567027	US	AOP: \$100,000	\$10,000,000 any one occurrence
US	Excess Property – \$15M x \$10M	Harleysville Insurance Company	8/1/23- 8/1/24	CRA0000039	US	AOP: \$100,000	\$15,000,000 excess of \$10,000,000 any one occurrence
US	Excess Property – \$25M x \$25M	Landmark American Insurance Co. (RSUI)	8/1/23- 8/1/24	LHD935690	US	AOP: \$100,000	\$25,000,000 excess of \$25,000,000 any one occurrence
US	Excess Auto Phys. Dam. - \$25M x \$50M	Starr Surplus Lines Insurance Co.	8/1/23- 8/1/24	ITC11901723	US	AOP: \$100,000	\$25,000,000 excess of \$50,000,000 any one occurrence
US	Terrorism	Indian Harbor Insurance Company (AXA XL)	8/1/23- 8/1/24	US00120709SP23A	US	\$25,000	\$75,000,000 per occurrence and in the annual aggregate
US	Site Pollution Coverage - Storage Tanks	Liberty Mutual	8/1/23 - 8/1/24	ISPILLSCB4G0003	US	\$25,000	Each Incident: \$1,000,000 Coverage Agg: \$3,000,000
US	Site Pollution Coverage	Liberty Mutual	2/5/2021 - 8/1/24	ISPILLSCB4G0003	US	\$50,000	Each Incident: \$2,000,000 Coverage Agg: \$2,000,000
US	Commercial Crime	Great American	8/1/23-24	SAA461-74-50-10-00	US	\$150,000	Occ: \$10,000,000
US	Primary Cyber Liability	Crum & Forster	8/1/23-24	CYB-106260	US	\$100,000	Agg: \$5,000,000
US	Excess Cyber Liability	Ascot	8/1/23-24	EOXS2310001511-02	US	Excess of \$5M	Agg: \$5,000,000
US	Employment Practices Liability	Old Republic	4/16/23-8/1/24	ORPRO15100337	US	\$350,000	Agg: \$5,000,000
US	Fiduciary Liability	Old Republic	4/16/23-8/1/24	ORPRO14100579	US	\$0	Agg: \$5,000,000
US	Directors & Officers – Primary \$5M	Federal Insurance Company (Chubb)	4/16/2023- 4/16/2025	8258-2115	US	\$75,000 (Indemnifiable); \$0 (Non-Indemnifiable)	5,000,000
US	Excess D&O – \$5M x \$5M	Berkshire Hathaway Specialty Insurance Co.	4/16/2023- 4/16/2025	47-EMC-307549-05	US	N/A	5,000,000
US	Excess D&O - \$5M x \$10M	Old Republic Insurance Company	4/16/2023- 4/16/2025	ORPRO13101491	US	N/A	5,000,000
US	Excess D&O - \$5M x \$15M	Endurance American Insurance Company (Som)	4/16/2023- 4/16/2025	MPX30001040304	US	N/A	5,000,000
US	Excess D&O - \$5M x \$20M	Freedom Specialty Insurance (Nationwide)	4/16/2023- 4/16/2025	XMF2209010	US	N/A	5,000,000
US	Excess D&O - \$5M x \$25M	North River Insurance Company (C&F)	4/16/2023- 4/16/2025	575-103019-5	US	N/A	5,000,000
US	D&O Side A Excess - \$5M x \$30M	Liberty Insurance Underwriters, Inc.	4/16/2023- 4/16/2025	DOLAABZSOT004	US	N/A	5,000,000
US	Excess D&O Side A DIC -7th - \$5M x \$35M	National Union Fire Insurance Company of Pitts	4/25/2024 - 4/25/2025	04-693-36-38	US		5,000,000

US	Excess D&O Side A DIC -8th - \$5M x \$40M	Berkley Insurance Company	4/25/2024 - 4/25/2025	BPRO8108201	US		5,000,000
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SCHEDULE 4.19: ENVIRONMENTAL

See attached.

Schedule 4.19: Environmental

#	Legal Entity	Location	Description
1	Suburban Transit Corp.	750 Somerset Street New Brunswick, NJ 08901	Property was sold in January, 2024 as part of a Sale-Leaseback Transaction. There was a \$500K escrow holdback to fund further environmental site work by the landlord, Alterra.
2	Rockland Coaches, Inc.	180 Old Hook Road (Block 2001, Lot 15) Westwood, NJ 07675	The property was part of the New Jersey Transit Condemnation and the transaction occurred in March, 2023. Of the \$4.66 million sale price, \$1.3 million was held back for environmental review.

SCHEDULE 4.20: TAX MATTERS

None.

SCHEDULE 5.3: BROKERS

None.

SCHEDULE 6.4: CONDUCT OF BUSINESS PRIOR TO THE CLOSING DATE

Prior to Closing, Sellers expect to restructure U.S.-based central office Seller Employees, which will result in a reduction in head count of such Seller Employees, including certain Seller Employees earning an annual compensation of \$100,000 or more.

SCHEDULE 7.2(a): ASSUMED BENEFIT PLANS

All Seller Plans set forth on Schedule 4.14(d) are hereby incorporated by reference, except those Seller Plans set forth on Schedule 2.2(n).

SCHEDULE 8.2(a)(x) - GOVERNMENT GRANT PROGRAMS

See attached.

Schedule 8.2(x): Governmental Grant Programs

#	Program	State or Federal	Business Units	Funding Received (\$ in millions)	Recurring	Description
1	Commuter and Transit Bus Private Carrier Pandemic Relief and Jobs Program	State [New Jersey Economic Development Authority]	Restricted to business units performing commuter business, including Community, Rockland, Shortline, Olympia and O.N.E. Bus	\$12.20	TBD. Initial program announced in 2022 and a follow up program is in progress agreed as part of the 2023 budget process, albeit the funds available are going to be half as much as set aside for 2022 [\$11.4m v \$25m]. The amount the business anticipates to be received in 2024 is between \$4.5m - \$5m based on proportional miles operated. The amount would be split in 2 amounts with the 2nd amount provided in the latter part of 2024. However, the application was submitted 60 days ago, is still pending approval and the amount of funds that may be granted is unknown at this time.	The funding, identified as Phase 2, is a program designed to assist private commuter and transit bus carriers to address ongoing current v pre pandemic revenue losses, which are not met through other funding processes. The program is designed to help make up for reduced riddrship v 2019 levels and continue to Support the State's priority of investing in communities and infrastructure, continuing to benefit NJ residents who rely on the State's commuter bus services and residents employed by the private carrier companies.
2	Federal Emergency Management Agency or FEMA - Intercity Bus Security Grant Program	Federal	All of US Operations	TBD for 2024, in prior year amounts vary but typically high 6 digits	The program below is based on Federal budget appropriation. The intercity bus carriers have lobbied successfully for the program to continue but given the annual nature of the Federal budget process there is not an absolute guarantee that it continues.	Program set up to fund security enhancements for intercity bus carriers. Total amount of available Grants for all bus carriers US wide is \$2m. Coach USA submits applications for eligible locations for enhancements such as camera's, facility security etc. This is a matching Grant program, 50% from the approved grant is funded by the Company and 50% by the Grant.

SCHEDULE 8.2(a)(xvi): SPECIFIED LICENSES

All licenses of intellectual property that are exclusively licensed to a Seller.

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EXHIBIT A

FORM OF ASSUMPTION AND ASSIGNMENT AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) is entered into this [] day of [], 2024, by and among (i) the entities (collectively, the “Transferors” and individually each a “Transferor”) set forth on Schedule A of that certain Asset Purchase Agreement dated the date hereof by and among the parties thereto (the “Purchase Agreement”), (ii) Bus Company Holdings US, LLC, a Delaware limited liability company, and (iii) [Bus Company Holdings Canada], a corporation incorporated under the laws of the Province of [-], (together with Bus Company Holdings US, LLC, collectively the “Transferee”).

All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings ascribed to them in the Purchase Agreement.

WHEREAS, the Transferors and the Transferee have entered into the Purchase Agreement, pursuant to which, among other things, each of the Transferors have agreed to sell, assign, transfer, convey and deliver to Transferee all of its respective rights, title and interests in, and the Transferee has agreed to assume all of the Transferors’ duties and obligations under, the Purchased Assets and Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual premises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Each Transferor hereby conveys, grants, assigns, transfers, and delivers unto the Transferee, and the Transferee hereby assumes and acquires from the Transferors, all of Transferors’ right, title and interest in and to the Purchased Assets.

2. Each Transferor hereby conveys, grants, assigns, transfers, and delivers unto the Transferee, and the Transferee hereby assumes from the Transferors, all of Transferors’ right, title and interest in and to the Assumed Liabilities, and the Transferee agrees to discharge, when due (in accordance with its respective terms and subject to the respective conditions thereof), the Assumed Liabilities.

3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or principles thereof that would require the application of the rules of another jurisdiction.

5. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties to this Agreement may execute this Agreement by signing any such counterpart. Executed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image.

6. Each of Transferee and the Transferors hereby agrees to take such additional actions and to execute, acknowledge and deliver any and all other acts, deeds, assignments,

instruments or other documents as may reasonably be required to effect the intent and purpose of this Agreement and the transactions contemplated hereby and/or by the Purchase Agreement

7. If, at any time following the date hereof, any of the Transferors or the Transferee become aware that (A) any Purchased Asset or Assumed Liability which should have been transferred to the Transferee was not transferred to the Transferee or (B) any Excluded Asset or Excluded Liability (as each is defined in the Purchase Agreement) which should have been retained by the Transferors and not transferred to the Transferee was transferred to the Transferee, then such party shall promptly notify the other party, and the parties hereto shall, as soon as reasonably practicable, ensure that (i) any Purchased Asset or Assumed Liability which should have been transferred to the Transferee is transferred to the Transferee, and (ii) any Excluded Asset or Excluded Liability which was transferred to the Transferee is transferred to the Transferor.

8. Notwithstanding anything to the contrary contained herein, the terms of this Agreement are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and this Agreement is not intended to expand, limit, modify, supersede or otherwise affect, nor shall it expand, limit, modify, supersede or otherwise affect, in any manner the terms, conditions, representations, warranties, covenants and other agreements set forth in the Purchase Agreement. In the event of any inconsistencies between the terms of this Agreement and the terms of the Purchase Agreement, the parties hereto agree that the terms of the Purchase Agreement shall govern and control.

9. Except as set forth in this Agreement, Article 11 (General Provisions) of the Purchase Agreement shall apply to this Agreement, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the Transferors and the Transferee have caused this Assignment and Assumption Agreement to be executed and delivered as of the date first above written.

TRANSFERORS

[•]

By: _____
Name: _____
Title: _____

[•]

By: _____
Name: _____
Title: _____

TRANSFEEEE

BUS COMPANY HOLDINGS US, LLC

By: _____
Name: _____
Title: _____

[BUS COMPANY HOLDINGS CANADA]

By: _____
Name: _____
Title: _____

EXHIBIT B

BIDDING PROCEDURES MOTION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (___)

(Joint Administration Requested)

Proposed Bidding Procedures Hearing Date:
July 9, 2024 at 4:00 p.m. (ET)

Bidding Procedures Objection Deadline:
June 27, 2024 at 4:00 p.m. (ET)

Proposed Sale Hearing Date:
August 12, 2024 at 10:00 a.m. (ET)

Proposed Sale Objection Deadline:
August 1, 2024 at 4:00 p.m. (ET)

DEBTORS' MOTION FOR ENTRY OF (A) AN ORDER (I) APPROVING BIDDING PROCEDURES IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) DESIGNATING STALKING HORSE BIDDERS AND STALKING HORSE BIDDER PROTECTIONS, (III) SCHEDULING AUCTION FOR AND A HEARING TO APPROVE THE SALE OF ASSETS, (IV) APPROVING NOTICE OF RESPECTIVE DATE, TIME AND PLACE FOR AUCTION AND FOR A HEARING ON APPROVAL OF THE SALE, (V) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (VI) APPROVING FORM AND MANNER OF NOTICE THEREOF, AND (VII) GRANTING RELATED RELIEF; AND (B) ORDERS AUTHORIZING AND APPROVING (I) THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, RIGHTS, ENCUMBRANCES, AND OTHER INTERESTS, (II) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Coach USA, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors" or the "Company") hereby move the Court (this "Motion") for the entry of orders, pursuant to sections 105(a), 363, 365, and 1113 of

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), (A)(i) authorizing and approving bidding procedures in connection with the sales or dispositions (the “Sales”, and each a “Sale”) of substantially all of the Debtors’ assets (the “Assets”), or any portion of the Assets, (ii) authorizing and approving the NewCo Stalking Horse Bidder, Avalon Stalking Horse Bidders, and ABC Stalking Horse Bidder (each as defined below, and together, the “Stalking Horse Bidders” and the bids thereunder, the “Stalking Horse Bids”) and the bid protections provided to the Stalking Horse Bidders, including the payment of a break-up fee and the reimbursement of expenses, (iii) scheduling the auction (the “Auction”) for and a hearing to approve the Sales, (iv) authorizing and approving the form and manner of notice of the respective date, time, and place for the Auction and a hearing to approve the Sales, (v) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases, (vi) approving the form and manner of notice of the assumption and assignment of certain executory contracts and unexpired leases, and (vii) granting related relief; and (B) authorizing and approving (i) the sales of the Assets free and clear of all claims, liens, liabilities, rights, interests, and encumbrances (except certain permitted encumbrances and/or assumed liabilities provided in the applicable purchase agreements), (ii) the Debtors to assume and assign certain executory contracts and unexpired leases, and (iii) related relief. In support of this Motion, the Debtors rely on the *Declaration of Spencer Ware in Support of the Debtors’ Chapter 11 Petitions and Requests for First Day Relief* (the “First Day Declaration”) and the

Declaration of John Sallstrom in Support of the Motion (the “Sale Declaration”), and respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are sections 105(a), 363, 365, 503, 507, and 1113 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, 9006-1, and 9013-1(m).

BACKGROUND

I. General Case Background

3. On June 11, 2024 (the “Petition Date”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to manage their financial affairs as debtors in possession.

4. Contemporaneously herewith, the Debtors filed a motion seeking joint administration of their chapter 11 cases (collectively, the “Chapter 11 Cases”) pursuant to

Bankruptcy Rule 1015(b) and Local Rule 1015-1. No trustee, examiner, or official committee of unsecured creditors has been appointed in these Chapter 11 Cases.

5. Information regarding the Debtors' history and business operations, capital structure, and the events leading up to the commencement of the Chapter 11 Cases can be found in the First Day Declaration.²

II. Background Related to the Sale Process

A. Proposed Sale Process

6. The Debtors commenced these Chapter 11 Cases to stabilize operations, obtain financing necessary to operate the Debtors' businesses, and consummate the extensive prepetition marketing and sale process. As discussed further below, this process has resulted in three sale transactions supported by the respective Stalking Horse Bidders—two going concern sales of the Debtors' assets which would collectively preserve approximately 2,129 jobs as well as critical cost-efficient transportation infrastructures, and an additional transaction providing for the liquidation of a portion of the primary assets of certain of the Debtors' business segments, which are their buses. Together, these three transactions will allow the Debtors to transition the valuable assets of the majority of their business segments to new owners as a going concern in an efficient and value-maximizing manner. *See* First Day Decl. at Part I.F.

7. The Debtors operate 25 separate business segments that provide a variety of transportation service offerings to a range of customers across the continental United States and two provinces in Canada.³ These services include, but are not limited to, commuter and local

² Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

³ A detailed organizational chart illustrating the business segments under the Debtors' entity structure is attached to the First Day Declaration as Exhibit 1. A description of the Debtors' various business segments can be found in the First Day Declaration at ¶16.

bus services, charter services, scheduled services to and from major airports, and high-quality, affordable intercity bus travel. At the center of these services is the Debtors' fleet of approximately 2,000 buses, including single deck coaches designed for intercity travel, double deck coaches offering higher capacity travel, transit vehicles used on routes with frequent stops, shuttles, minibuses, and school buses. *See id.* at Parts I.A & 1.B.

B. Prepetition Marketing and Sales Efforts

8. On December 1, 2023, the Debtors, Prepetition ABL Administrative Agent and the Prepetition ABL Lenders entered into that certain Sixth Amendment to Credit Agreement and Forbearance Agreement (the "First Forbearance Agreement"). Pursuant to the terms thereof, the Debtors, among other things, retained Houlihan Lokey as their investment banker to pursue a refinancing, recapitalization, restructuring, or sale transaction of some or all of the Debtors' business segments, in each event subject to terms and conditions satisfactory to the Prepetition ABL Administrative Agent. *See* First Day Decl. at ¶¶37-38.

9. On or around December 4, 2023, the Debtors launched a marketing process for the sale of substantially all of the Debtors' assets. In conjunction with this process, the Debtors populated a data room with information regarding the Debtors' various business lines. In addition, Houlihan Lokey conducted a broad marketing process, which included direct contact with more than 145 potential purchasers, which resulted in more than 70 parties executing nondisclosure agreements with the Debtors to further explore a transaction with respect to some or all of the Debtors' business segments and/or assets. The Debtors and their advisors set an initial deadline for the submission of indications of interest for January 12, 2024, although, thereafter, the Debtors have received several additional indications of interest. As of the Petition Date, 16 parties provided indications of interest in response to the sale and marketing process. The indications of interest were varied in scope and value. For example, the Debtors received

several indications of interest for the purchase of certain of the Debtors' assets (*e.g.*, buses, trademarks, and web platforms), indications of interest for various business lines, and at least one indication of interest for the purchase of substantially all of the Debtors' assets.⁴ Sale Decl. at ¶10.

10. All of these expressions of interest were communicated to the Prepetition ABL Administrative Agent and its respective advisors. As the prepetition marketing and sale process progressed, the Debtors, after extensive consultation with the Prepetition ABL Administrative Agent and the Prepetition ABL Lenders, began to focus on transactions to maximize value in connection with going concern sales of substantially all of the assets of various business segments, and the liquidation of the fleet and other assets of the remaining business segments. *Id.* at ¶11.

C. The Sale of the NewCo Assets

11. The Debtors entered into an asset purchase agreement with Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company (collectively, the "NewCo Stalking Horse Bidder") (as amended, supplemented, or otherwise modified by the parties thereto, and including the schedules and exhibits attached thereto, the "NewCo Stalking Horse APA"), which is an affiliate of The Renco Group, Inc., for (i) substantially all of the assets of the Debtors' business segments known as Dillon's, Elko, Megabus Retail, Montreal, Olympia, Trentway/Ontario, Perfect Body, Rockland, Shortline, Suburban, Van Galder and Wisconsin (the "NewCo Business Segments"), (ii) all intellectual property assets, certain contracts, and other assets of the Megabus Northeast and Community Coach business segments, and (iii) and such

⁴ The Debtors received one indication of interest for substantially all of the Debtors' assets. However, that indication of interest was subsequently revised to include only a subset of the business segments and later was withdrawn as the buyer no longer remained interested in the opportunity. Sale Decl. at ¶10, n. 3.

other assets as identified in the NewCo Stalking Horse APA (collectively, the “NewCo Assets”), on a going concern basis. The purchase of the NewCo Assets is for total consideration of at least \$130,000,000, which includes the assumption of \$130,000,000 of the Prepetition ABL Facility and DIP Facility, and the assumption of certain specified leases and other contracts. Moreover, pursuant to the NewCo Stalking Horse APA, the NewCo Stalking Horse Bidder has agreed to assume all of the collective bargaining agreements (“NewCo CBAs”) relating to the approximately 1,000 union employees associated with the NewCo Business Segments. The proposed sale pursuant to the NewCo Stalking Horse APA and the continued marketing of the NewCo Assets pursuant to the Bidding Procedures would enable the Debtors to maximize the value of the NewCo Assets while, at the same time, seeking to preserve the approximately 1,797 union and non-union jobs associated with the NewCo Business Segments. Sale Decl. at ¶¶12-14.

D. The Sale of the Avalon Assets

12. The Debtors entered into an asset purchase agreement with AVALON Transportation, LLC or its designee (“Avalon” or the “Avalon Stalking Horse Bidder”) (as amended, supplemented, or otherwise modified by the parties thereto, and including the schedules and exhibits attached thereto, the “Avalon Stalking Horse APA”)—which provides for the purchase of substantially all of the assets of the Debtors’ business segments known as Lenzner, Kerrville, All West, and ACL Atlanta (the “Avalon Business Segments”), and such other assets as identified in the Avalon Stalking Horse APA (collectively, the “Avalon Assets”), on a going concern basis, for total consideration of \$14,836,000 plus the assumption of certain assumed liabilities as set forth in the Avalon Stalking Horse APA. Sale Decl. at ¶¶15-16.

13. Additionally, the Avalon Stalking Horse APA contemplates the assumption and assignment to Avalon of the only collective bargaining agreement (“Avalon CBA”, together with the NewCo CBAs, the “CBAs”) (pursuant to the terms and conditions set forth in the Avalon

Stalking Horse APA) related to the operations of the Avalon Business Segments—which is at Lenzner—as well as Avalon’s commitment to offer employment to at least 80% of all of the Debtors’ current employees at the Avalon Business Segments. *Id.*

E. The Sale of the ABC Assets

14. The Debtors have also entered into an asset purchase agreement with ABC Bus, Inc. (“ABC” or the “ABC Stalking Horse Bidder”) (as amended, supplemented, or otherwise modified by the parties thereto, and including the schedules and exhibits attached thereto, the “ABC Stalking Horse APA”, and together with the NewCo Stalking Horse APA and Avalon Stalking Horse APA, the “Stalking Horse APAs”) for the purchase of 143 of the Debtors’ double deck buses and such other assets identified in the ABC Stalking Horse APA (the “ABC Assets”, and together with the NewCo Assets and Avalon Assets, the “Stalking Horse Assets”) for total cash consideration of \$2,335,000. Sale Decl. at ¶¶17-18.

F. The Sale of the Remaining Assets

15. The Debtors’ nine remaining business segments that are not the subject of a Stalking Horse APA—namely Butler, Powder River, Anaheim, Community Coach, ONE Bus, Megabus Atlanta, Megabus Florida, Megabus Northeast, and Megabus Texas (the “Remaining Business Segments”) have assets (the “Remaining Assets”) that are not being acquired through the Stalking Horse APAs. Pursuant to this Motion, the Debtors are also seeking to sell the Remaining Assets, which include over 200 single deck buses, intellectual property, equipment, unexpired leases, contract rights, other vehicles, and other assets related to the Remaining Business Segments. During the course of the prepetition marketing process the Debtors received indications of interest for the purchase of certain Remaining Business Segments as a going concern and the Debtors intend to continue the pursuit of potential going concern transactions for Remaining Business Segments postpetition. Sale Decl. at ¶19. While the Debtors were unable

to execute a stalking horse agreement with respect to any of the Remaining Assets prior to the Petition Date, Debtors expressly reserve the right to supplement and amend this Motion to seek approval of any additional stalking horse agreements with respect to Remaining Assets prior to the bidding procedures hearing.

16. The Debtors seek to use the protections of the Bankruptcy Code to continue to market the Debtors' Assets, and conduct an auction of Assets, with the Stalking Horse APAs as the baseline bids for the respective Stalking Horse Assets. The Debtors believe that this course of action is value-maximizing and will yield results that are in the best interests of the Debtors' estates and creditors. *See id.* at ¶¶20-22.

G. Postpetition Financing and Sale Timeline

17. Following extensive, arms'-length negotiations, the Debtors and the DIP Lenders reached agreement on a case timeline that adequately balances the Debtors' need to complete the marketing process for their varied business segments (that commenced months before the commencement of these Chapter 11 Cases) with the need of the DIP Lenders to have certainty on the amount of additional funding required to allow the Debtors to operate with minimal disruption and maximize value preservation during these Chapter 11 Cases. First Day Declaration at Part I.E.(iv). To that end, the Debtors request, pursuant to this Motion, a hearing to be held for the approval of the Debtors' proposed bidding procedures in connection with a sale of the Assets. That certain Debtor-In-Possession Credit Agreement among certain of the Debtors, Wells Fargo Bank, National Association, as administrative agent and the other financial institutions party thereto ("DIP Credit Agreement") is conditioned on the following case milestones relevant to this Motion (the "Milestones"):

- **July 9, 2024** - The Court shall have entered an order approving the Bidding Procedures (as defined below);

- **August 7, 2024** - The Debtors shall have completed the Auction for the Assets;
- **August 12, 2024** - The Court shall have entered an order approving the Sales;
- **August 19, 2024** - The Debtors shall have consummated one or more Sales of all, or substantially all, of the Debtors' Assets.

RELIEF REQUESTED

18. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto as Exhibit A (the "Bidding Procedures Order"):

- a. authorizing and approving Bidding Procedures in connection with the receipt and analysis of competing bids in connection with the sale of the Debtors' Assets and any subsets thereof (the "Sales", and each, a "Sale"), substantially in the form attached as Exhibit 1 to the Bidding Procedures Order (the "Bidding Procedures");
- b. authorizing the Debtors to select the NewCo Stalking Horse Bidder as the Stalking Horse Bidder for the NewCo Assets;
- c. authorizing and approving the terms of and the Debtors' entry into the NewCo Stalking Horse APA and the bid thereunder (the "NewCo Stalking Horse Bid"), substantially in the form and substance attached to the Bidding Procedures Order as Exhibit 2, including approval of the bid protections provided for therein;
- d. authorizing the Debtors to select the Avalon Stalking Horse Bidder as the Stalking Horse Bidder for the Avalon Assets;
- e. authorizing and approving the terms of and the Debtors' entry into the Avalon Stalking Horse APA, and the bid thereunder (the "Avalon Stalking Horse Bid"), substantially in the form and substance attached to the Bidding Procedures Order as Exhibit 3, including approval of the bid protections provided for therein;
- f. authorizing the Debtors to select the ABC Stalking Horse Bidder as the Stalking Horse Bidder for the ABC Assets;
- g. authorizing and approving the terms of and the Debtors' entry into the ABC Stalking Horse APA and the bid thereunder (the "ABC Stalking Horse Bid"), substantially in the form and substance attached to the Bidding Procedures Order as Exhibit 4, including approval of the bid protections provided for therein;

- h. approving the form and manner of notice of the Auction and Sales and a hearing thereon, substantially in the form attached to the Bidding Procedures Order as Exhibit 5 (the “Notice of Auction and Sale Hearing”);
- i. authorizing and approving procedures for the assumption and assignment of the Assigned Contracts (defined below) in connection with the Sales;
- j. approving the form and manner of notice of the potential assumption and assignment of the Debtors’ executory contracts and unexpired leases, substantially in the form attached to the Bidding Procedures Order as Exhibit 6 (the “Potential Assumption and Assignment Notice”); and
- k. related relief.

19. Pursuant to this Motion, the Debtors also seek an order establishing the certain dates and deadlines, subject to modification as needed, relating to competitive bidding and approval of the Sales.

<u>Sale Process Key Dates and Deadlines</u>	
July 9, 2024 at 4:00 p.m. (ET)	Hearing on Approval of the Bidding Procedures
July 15, 2024	Deadline for Debtors to Provide Notice of Potential Assumption and Assignment
August 1, 2024 at 4:00 p.m. (ET)	Deadline to File Cure Costs/Assignment and Sale Objections
August 1, 2024 at 5:00 p.m. (ET)	Bid Deadline
August 2, 2024	Determination of Qualified Bids
August 6, 2024 at 10:00 a.m. (ET)	Auction
August 7, 2024 at 4:00 p.m. (ET)	Deadline to File Post-Auction Objections
August 9, 2024 at 4:00 p.m. (ET)	Deadline for Debtors to File Reply to Sale Objections and Post-Auction Objections
August 12, 2024 at 10:00 a.m. (ET)	Sale Hearing

20. Additionally, by this Motion, the Debtors seek entry of orders (the “Sale Orders”, and each, a “Sale Order”) authorizing (a) the Sale of the Assets free and clear of all claims, liens,

liabilities, rights, interests and encumbrances (collectively, the “Encumbrances”) (except certain permitted encumbrances and assumed liabilities mutually agreed to by the Debtors and the Successful Bidder for the respective Assets in the respective purchase agreements), (b) the Debtors to assume and assign the Assigned Contracts, and (c) any and all related relief requested herein. The Debtors have filed the form of Sale Order for the sale of the NewCo Assets herewith as Exhibit E to the NewCo Stalking Horse APA, and the form of Sale Orders for the sale of the Avalon Assets and ABC Assets herewith as Exhibit D to the respective Stalking Horse APAs.

**OVERVIEW OF BIDDING PROCEDURES, NOTICE PROCEDURES
AND ASSIGNMENT AND ASSUMPTION PROCEDURES**

I. Bidding Procedures

21. The Bidding Procedures are intended to permit a fair and efficient competitive sale process, consistent with the timeline of the Chapter 11 Cases established by the Milestones in the DIP Credit Agreement, and to promptly identify the bid or bids that constitute the highest and otherwise best offer for the subject Assets (the “Successful Bids”, and each a “Successful Bid”, and the maker of the Successful Bids, the “Successful Bidders”, and each a “Successful Bidder”). Because the Bidding Procedures are attached as Exhibit 1 to the proposed Bidding Procedures Order, they are not restated in their entirety herein. The Bidding Procedures establish, among other things:⁵

- the requirements a Potential Bidder must satisfy to be entitled to participate in the bidding process and become a Qualified Bidder;
- the requirements for submitting bids and the method and criteria by which such bids become entitled to be a Qualified Bid;

⁵ To the extent there is any conflict between this summary and the Bidding Procedures, the latter governs in all respects. Capitalized terms used but not defined in this section shall have the meanings set forth in the Bidding Procedures.

- the availability of, access to, and conduct during due diligence by Potential Bidders;
- the deadline by which bids must be submitted;
- the procedures for conducting the Auction;
- the criteria by which a Successful Bidder will be selected by the Debtors; and
- various other matters relating to the sale process generally, the Sale Hearing, return of any Good Faith Deposits, and designation of Next-Highest Bidders.

22. The Bidding Procedures allow the Debtors and potential bidders to craft a sale that will obtain the highest and otherwise best value for the estates and their stakeholders under these circumstances. Pursuant to the Bidding Procedures, the Debtors may aggregate separate bids from unaffiliated persons to create one “Qualified Bid,” including at the Auction, with respect to bids for separate portions of the Assets, to determine the highest and otherwise best Qualified Bid(s); provided that all Qualified Bidders shall remain subject to the provisions of 11 U.S.C. § 363(n) regarding collusive bidding.

23. The Debtors reserve the right, at their discretion in connection with a Successful Bid, to seek approval and/or consummation of a Sale or restructuring pursuant to a Chapter 11 plan of reorganization with respect to the Assets.

24. Importantly, the Bidding Procedures recognize the Debtors’ flexibility to determine the highest and otherwise best transaction that will maximize value for all stakeholders, and, as such, do not impair the Debtors’ ability to consider all qualified bid proposals and preserve the Debtors’ right to modify the Bidding Procedures as necessary or appropriate to maximize value for their estates in consultation with (a) counsel to the official committee of unsecured creditors appointed in the Chapter 11 Cases (the “Creditors’ Committee”), if any, and (b) Wells Fargo Bank, National Association in its capacity as DIP

Agent and Prepetition ABL Administrative Agent (collectively with the Creditors' Committee, the "Consultation Parties"). If any member of the Creditors' Committee, the DIP Agent, or Prepetition Administrative ABL Agent, submits a bid with respect to any particular Assets, it will no longer be, or receive information as, a Consultation Party and shall only receive the same diligence, information, and notice as all other Qualified Bidders, unless and until such party unequivocally revokes its bid and waives its right to continue in the Auction process.

25. The Bidding Procedures contain the following provisions that are to be highlighted pursuant to Local Rule 6004-1(c), which are more fully described in the Bidding Procedures and the proposed Bidding Procedures Order:

Key Provisions of Bidding Procedures	
Provisions Governing Qualification of Bidders Local Rule 6004-1(c)(i)(A)	To become a " <u>Potential Bidder</u> " with respect to the Sale of the Assets, each person or entity (other than the Stalking Horse Bidders) must deliver to the Debtors, on or before the Bid Deadline, an executed confidentiality agreement in form and substance satisfactory to the Debtors. Each Potential Bidder must, on or before the Bid Deadline, satisfy the " <u>Bid Requirements</u> " by submitting to the Debtors certain documents, including a duly executed binding agreement for the sale of the relevant Assets and information about the Potential Bidder's financial condition and its financial capacity to consummate the proposed sale transaction.
Provisions Governing Qualified Bids Local Rule 6004-1(c)(i)(B)	To participate in the Auction, each Potential Bidder (other than the Stalking Horse Bidders who are approved as Qualified Bidders) must deliver to the Debtors by the Bid Deadline a good faith and bona fide offer to purchase the relevant Assets, which Bid is accompanied by a letter or email: <ol style="list-style-type: none"> (a) disclosing the identity of the person or entity submitting the Bid, as well as any party participating in or otherwise supporting the Bid, and the terms of any such participation or support (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed transaction contemplated by the Bid); (b) stating with specificity the Assets such Potential Bidder wishes to bid on and the liabilities and obligations to be assumed by the Potential Bidder;

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| | <p>(c) accompanied by a duly executed purchase agreement (the “<u>Purchase Agreement</u>”);</p> <p>(d) agreeing that the Potential Bidder’s offer is binding and irrevocable until the later of (x) the Closing Date, or (y) twenty (20) days after the Sale Hearing (unless selected as the Next-Highest Bidder (as defined below) in which case such offer will remain open and binding on the Next-Highest Bidder until the Closing Date);</p> <p>(e) providing for a Closing Date that is consistent with the schedule contemplated herein;</p> <p>(f) providing that such Bid is not subject to any due diligence or financing contingency;</p> <p>(g) including evidence, in form and substance reasonably satisfactory to the Debtors, of authorization and approval from the Potential Bidder’s board of directors (or comparable governing body) with respect to the submission, execution, delivery, and closing of the transactions contemplated by the Purchase Agreement;</p> <p>(h) including an acknowledgement and representation that the Potential Bidder: (a) has had an opportunity to conduct any and all required due diligence regarding the Assets prior to making its offer; (b) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; (c) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Purchase Agreement; and (d) is not entitled to any expense reimbursement or break-up fee in connection with its bid unless expressly agreed to the contrary by Debtors (after consultation with the Consultation Parties) prior to the Bid Deadline;</p> <p>(i) providing an affirmative statement that: (i) the Potential Bidder submitting such Bid has acted in good faith consistent with section 363(m) Bankruptcy Code and not in any manner prohibited by section 363(n) of the Bankruptcy Code; (ii) the Potential Bidder submitting such Bid has and will continue to comply with the Bidding Procedures; and (iii) the Potential Bidder submitting such Bid waives any substantial contribution (administrative expense) claims under section 503(b) of the Bankruptcy Code related to the bidding for the Debtors’ Assets or otherwise participating in the Auction;</p> <p>(j) providing that the Potential Bidder agrees to serve as a backup bidder</p> |
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(the “Next-Highest Bidder”) if the Potential Bidder’s Qualified Bid is the next highest or otherwise best bid after the Successful Bid (the “Next-Highest Bid”) with respect to the relevant Assets that are the subject of such Bid and further on the condition that any such Successful Bid is for all of the same assets as the Next Highest Bid;

- (k) offering to pay an amount that the Debtors determine, after consultation with the Consultation Parties, constitutes a fair and adequate price, the acceptance of which would be in the best interests of the estates (provided, that no portion of the purchase price shall include non-cash consideration without the prior written consent of DIP Agent and Prepetition ABL Administrative Agent);
- (l) providing adequate assurance of future performance information (the “Adequate Assurance Information”), and all such information subject to appropriate confidentiality, including (i) information about the Potential Bidder’s financial condition, such as federal tax returns for two years, a current financial statement, or bank account statements, (ii) information demonstrating (in the Debtors’ reasonable business judgment) that the Potential Bidder has the financial capacity to consummate the proposed Sale, (iii) evidence that the Potential Bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to the submission of its Bid, (iv) the identity and exact name of the Potential Bidder (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed Sale), and (v) such additional information regarding the Potential Bidder as the Potential Bidder may elect to include or Debtors may reasonably request. By submitting a Bid, Potential Bidders agree that the Debtors may disseminate their Adequate Assurance Information to affected counterparties and the Consultation Parties in the event that the Debtors determine such bid to be a Qualified Bid;
- (m) be accompanied by a proposed Letter of Intent sufficient for purposes of any required filing with any applicable regulatory authority and a statement indicating that the Potential Bidder would cover any filing fees and costs associated therewith;
- (n) be accompanied by (a) a deposit in cash in the form of a certified check or wire transfer, payable to the order of the Debtors, in the amount of ten percent (10%) of the Bid, which funds will be deposited into an interest bearing escrow account to be identified and established by the Debtors (a “Good Faith Deposit”) and (b) written evidence, documented to the Debtors’ satisfaction, that demonstrates the Potential Bidder has available cash, a commitment for financing if selected as the Successful Bidder with respect to the relevant Assets and such other evidence of ability to consummate the transaction(s) as

	<p>the Debtors may request, including proof that such funding commitments or other financing are not subject to any internal approvals, syndication requirements, diligence or credit committee approvals (<u>provided</u> that such commitments may have covenants and conditions acceptable to the Debtors). The Debtors reserve the right to increase or decrease the Good Faith Deposit for one or more Potential Bidders in their sole discretion after consulting with the Consultation Parties; and</p> <p>(o) In the event a Potential Bidder seeks to bid on Assets that are the subject of a Stalking Horse APA, such bid must also:</p> <ul style="list-style-type: none"> (i) be accompanied by a redline of the Purchase Agreement marked to reflect any proposed amendments and modifications to the applicable Stalking Horse APA and the applicable schedules and exhibits; and (ii) offer to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the relevant Stalking Horse APA, (y) to the extent approved by the Bankruptcy Court, any applicable Bid Protections, and (z) the applicable overbid amount; <u>provided, however</u>, that no portion of the purchase price shall include non-cash consideration without the prior written consent of the DIP Agent and Prepetition ABL Administrative Agent and, if DIP Agent and Prepetition ABL Administrative Agent so agree and the value of a Bid relative to a Stalking Horse Bid includes additional non-cash components (such as fewer contingencies than are in the relevant Stalking Horse APA or accepting title to the Assets faster than contemplated by the relevant Stalking Horse APA), the bidder should include an analysis or description of the value of any such additional non-cash components, including any supporting documentation, to assist the Debtors and Consultation Parties in better evaluating the competing Bid.
<p>Provisions Providing Bid Protections to “Stalking Horse” Bidder</p> <p>Local Rule 6004-1(c)(i)(C)</p>	<p><u>NewCo Assets Sale:</u> The Debtors seek authority through this Motion to provide the NewCo Stalking Horse Bidder with certain bid protections, including: (a) a breakup fee equal to approximately 2.65% of the base purchase price (<i>i.e.</i> \$3,450,000); (b) reimbursement of the NewCo Stalking Horse Bidder’s actual, reasonable, documented, out-of-pocket costs and expenses up to a maximum amount of \$1,150,000; and (c) the requirement that each Qualified Bid for the NewCo Assets be a price equal to or greater than (x) the amount of the purchase price consideration set forth in the NewCo Stalking Horse APA, (y) the NewCo Bid Protections (as defined below) of \$4,600,000, and (z) an overbid amount of \$1,000,000.</p>

	<p><u>Avalon Assets Sale:</u> The Debtors seek authority through this Motion to provide the Avalon Stalking Horse Bidder with certain bid protections in the event an Alternative Transaction (as defined in the Avalon Stalking Horse APA) is consummated with respect to all or any portion of the Avalon Assets, including: (a) a breakup fee equal to 3% of the base purchase price (<i>i.e.</i> \$445,080); (b) reimbursement of the Avalon Stalking Horse Bidder’s actual, reasonable, documented, out-of-pocket costs and expenses up to a maximum amount of \$148,360; and (c) the requirement that the aggregate of the Qualified Bid(s) for the Avalon Assets be a price equal to or greater than (x) the amount of the total purchase price consideration set forth in the Avalon Stalking Horse APA, (y) the Avalon Assets Bid Protections (as defined below) of \$593,440, and (z) an overbid amount of \$300,000.</p> <p><u>ABC Assets Sale:</u> The Debtors seek authority through this Motion to provide the ABC Stalking Horse Bidder with certain bid protections, including: (a) a breakup fee equal to approximately 3.98% of the base purchase price (<i>i.e.</i> \$93,000); (b) reimbursement of the ABC Stalking Horse Bidder’s actual, reasonable, documented, out-of-pocket costs and expenses up to a maximum amount of \$25,000; and (c) the requirement that each Qualified Bid for the ABC Assets be a price equal to or greater than (x) the amount of the purchase price consideration set forth in the ABC Stalking Horse APA, (y) the ABC Bid Protections (as defined below) of \$118,000, and (z) an overbid amount of \$50,000.</p>
<p>Provisions Concerning Modification of Bidding and Auction Procedures</p> <p>Local Rule 6004-1(c)(i)(D)</p>	<p>The Debtors may, in consultation with the Consultation Parties, announce at the relevant Auction additional procedural rules (<i>e.g.</i>, the amount of time to make Subsequent Bids, the amount of the Incremental Overbid, or the requirement that parties submit “best and final” Bids) for conducting the Auction or otherwise modify the Bidding Procedures; <u>provided</u> that such rules (1) are not materially inconsistent with these Bidding Procedures, the Bankruptcy Code, or any order of the Court, and (2) disclosed to each Qualified Bidder at the Auction. The Debtors and their estates, in consultation with the Consultation Parties, reserve the right to modify the Bidding Procedures at or prior to the Auction, including, without limitation, to extend the deadlines set forth in the Bidding Procedures, modify bidding increments, waive terms and conditions set forth herein with respect to any or all Potential Bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all potential bidders, adjourn, postpone, close, re-open following closure, or cancel the Auction at or prior to the Auction, and adjourn the Sale Hearing. Notwithstanding the foregoing, the Debtors may not modify the Break-Up Fees or Purchaser Reimbursement Amounts of the Stalking Horse Bidders (as described below), and may not modify any rules, procedures, or deadlines (or adopt any new rules, procedures, or deadlines) that would impair in any material respect each of the Stalking Horse Bidders’ right to payment of its respective Break-Up Fee or the Purchaser Reimbursement</p>

	Amount or its right to receive a credit for the aggregate amount of its respective Break-Up Fee and/or Purchaser Reimbursement Amount, in the event any Stalking Horse Bidder submits an Incremental Overbid at any Auction, when bidding during such Auction.
<p>Provisions Concerning Closing with Alternative Backup Bidders</p> <p>Local Rule 6004-1(c)(i)(E)</p>	At the Auction, the Debtors may designate the Next-Highest Bid (and the corresponding Next-Highest Bidder) in the event that a Successful Bidder does not close the Sale. In the event that a Successful Bidder fails to close the Sale prior to such date as specified in the applicable Purchase Agreement or Sale Order (or such date as may be extended by the Debtors), the Debtors, upon written notice to the Next-Highest Bidder, may designate the applicable Next-Highest Bid as the Successful Bid for the applicable Assets, the next-Highest Bidder will be deemed to be a Successful Bidder for the applicable Assets, and the Debtors will be authorized, but not directed, to close the Sale to the Next-Highest Bidder subject to the terms of the Next-Highest Bid without the need for further order of the Bankruptcy Court and without the need for further notice to any interested parties.

II. Material Provisions of the NewCo Stalking Horse APA⁶

26. Following arms'-length and good faith negotiations, the Debtors and the NewCo Stalking Horse Bidder have agreed upon the NewCo Stalking Horse APA, whereby the NewCo Stalking Horse Bidder will purchase the NewCo Assets. The Debtors submit that the NewCo Stalking Horse APA promotes competitive bidding and maximizes of the value of the NewCo Assets by establishing a baseline bid for the NewCo Assets, which is subject to higher and otherwise better offers at the Auction. Sale Decl. at ¶¶28 & 35.

27. The material terms of the NewCo Stalking Horse APA are summarized in the following table:

Term (Agreement Citation)	Detail
Sellers	Coach USA, Inc.; Coach USA Administration, Inc.; CUSARE, Inc.; 3329003 Canada Inc.; 3376249 Canada Inc.; 4216849 Canada Inc.; Barclay Airport

⁶ The following summary is provided for convenience purposes only. All capitalized terms that are used in this summary but not otherwise defined herein shall have the meanings ascribed to such terms in the NewCo Stalking Horse APA attached to the Bidding Procedures as Exhibit 2. To the extent any of the terms below are inconsistent with the NewCo Stalking Horse APA, the NewCo Stalking Horse APA shall control in all respects.

Term (Agreement Citation)	Detail
	Service, Inc.; Chenango Valley Bus Lines, Inc.; Dillon's Bus Service, Inc.; Douglas Braund Investments Inc.; Elko, Inc.; Hudson Transit Corporation; Hudson Transit Lines, Inc.; Megabus Canada Inc.; Midtown Bus Terminal of New York, Inc.; Olympia Trails Bus Company, Inc.; Paramus Northeast Mgt Co., LLC; Perfect Body, Inc.; Rockland Coaches, Inc.; Route 17 North Realty, LLC; Sam Van Galder, Inc.; Short Line Terminal Agency, Inc.; Suburban Management Corp.; Suburban Trails, Inc.; Suburban Transit Corp.; Trentway-Wagar Inc.; Voyavation LLC; Wisconsin Coach Lines, Inc.; Mister Sparkle, Inc.; Community Bus Lines, Inc.; Community Coach, Inc.; Community Tours, Inc.; Community Transit Lines, Inc.; Community Transportation, Inc.; Megabus Northeast, LLC; Coach USA MBT, LLC; Rockland Transit Corp.; and Trentway-Wagar (Properties) Inc (collectively, the " <u>Sellers</u> " and individually each a " <u>Seller</u> ")
Stalking Horse Bidder (Recitals) Local Rule 6004-1(b)(iv)(A)	Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company (collectively, the " <u>Purchaser</u> ") The NewCo Stalking Horse Bidder is not an insider, as defined in section 101(31) of the Bankruptcy Code.
Consideration (Art. 3.1) Local Rule 6004-1(b)(iv)(N)	In consideration for the Purchased Assets, the Purchaser shall pay the sum of the following: (a) the aggregate amount of the Assumed Liabilities (including the amount of the Assumed Secured Debt) set forth in the NewCo Stalking Horse APA; plus (b) the aggregate amount of the Cure Costs paid by the Purchaser in accordance with the NewCo Stalking Horse APA.
Agreements with Management (Art. 8.2(a)(xv)) Local Rule 6004-1(b)(iv)(B)	Section 8.2(a)(xv) of the NewCo Stalking Horse APA provides that an obligation of the Purchaser to consummate the transactions contemplated by the NewCo Stalking Horse APA, which shall be subject to the fulfillment or waiver on or prior to the Closing Date, is receiving employment agreements from each of certain members of the Debtors' current management team.
Releases (Art. 7.3) Local Rule 6004-1(b)(iv)(C)	Except for the D&O Claims, effective as of the Closing, the Purchaser, on behalf of itself and its successors, assigns, representatives, administrators and agents, and any other person or entity claiming by, through, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge the Administrative Agent, the DIP Agent, any Lender or DIP Lender and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Purchased Assets on or prior to the Closing, except for any acts, omission, event or transaction occurring with

Term (Agreement Citation)	Detail
	respect to the NewCo Stalking Horse APA, the Ancillary Documents and the transactions contemplated by the NewCo Stalking Horse APA.
Private Sale/No Competitive Bidding Local Rule 6004- 1(b)(iv)(D)	The Debtors are proposing, and the NewCo Stalking Horse APA contemplates, an open marketing and auction process, subject to receiving a higher or better offer on or before the Bid Deadline.
Closing Deadlines (Arts. 3.5, 8 & 9.1) Local Rule 6004- 1(b)(iv)(E)	<p>The Closing shall occur as promptly as practicable, and at no time later than the third Business Day following the date on which the conditions set forth in Section 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as the Purchaser and Sellers may mutually agree.</p> <p>The NewCo Stalking Horse APA may be terminated by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to 75 days from entry of the Sale Order (the "<u>Termination Date</u>").</p>
Good Faith Deposit (Art. 3.3) Local Rule 6004- 1(b)(iv)(F)	<p>The Purchaser has deposited into an escrow account (the "<u>Escrow Account</u>") with Young Conaway Stargatt & Taylor, LLP, as escrow agent (the "<u>Escrow Holder</u>") an amount equal to \$2,000,000 (the "<u>Good Faith Deposit</u>") in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of the NewCo Stalking Horse APA by Sellers, the Good Faith Deposit shall become nonrefundable upon the termination of the NewCo Stalking Horse APA by Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) and shall be refunded to the Purchaser upon the termination of NewCo Stalking Horse APA for any other reason (subject to Section 9.3). At the Closing, Sellers and the Purchaser shall instruct the Escrow Holder to release the Good Faith Deposit (and any interest or income accrued thereon) to Purchaser. In the event the Good Faith Deposit becomes nonrefundable as provided therein before the Closing by reason of a termination pursuant to Section 9.1(d) or the last sentence of Section 9.3, the Escrow Holder shall promptly disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated therein terminate in accordance with the termination provisions thereof by any reason other than pursuant to Section 9.1(d) (subject to Section 9.3), the Escrow Holder shall promptly return to the Purchaser the Good Faith Deposit (together with all income or interest accrued thereon).</p>

Term (Agreement Citation)	Detail
Interim Arrangements (Art. 6.1) Local Rule 6004-1(b)(iv)(G)	<p>Sellers agree that, between the Agreement Date and the earlier of the Closing Date and the date on which the NewCo Stalking Horse APA is terminated in accordance with its terms, Sellers shall (i) permit the Purchaser's Representatives reasonable access during regular business hours and upon reasonable notice, to the offices, properties, agreements and other documentation and financial records of Sellers relating to the Business, the Purchased Assets, the Assumed Liabilities and/or the Seller Employees to the extent the Purchaser reasonably requests provided access shall not include any invasive testing of any Leased Real Property or Owned Real Property; and (ii) permit the Purchaser's Representatives to contact, or engage in any discussions or otherwise communicate with, the Seller Employees, and reasonably cooperate with the Purchaser's Representatives in facilitating such communications (including by way of on-site visits and interviews). Sellers shall use commercially reasonable efforts to cause their respective Representatives to reasonably cooperate with the Purchaser and the Purchaser's Representatives in connection with such investigations and examinations, and the Purchaser shall, and use its commercially reasonable efforts to cause its Representatives to, reasonably cooperate with the Sellers and their Representatives, and shall use their commercially reasonable efforts to minimize any disruption to the operation of the Business or the Purchased Assets. All confidential documents and information concerning the Business furnished to the Purchaser or its Representatives in connection with the transactions contemplated by the NewCo Stalking Horse APA and the other Ancillary Documents are subject to the terms and conditions of that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc.</p>
Use of Proceeds (Art. 3.2) Local Rule 6004-1(b)(iv)(H)	<p>At the Closing, the Purchaser shall satisfy the Purchase Price as follows:</p> <ul style="list-style-type: none"> (a) the Purchaser shall take the actions described in Section 3.3 with respect to the Good Faith Deposit; (b) the Purchaser shall pay directly to the obligees identified on Schedule 2.5 of the Cure Costs in the Ordinary Course of Business post-Closing up to \$6,000,000; provided, however, that the Purchaser shall only be obligated to pay a Cure Cost if it has assumed the underlying Liability to such obligee under the NewCo Stalking Horse APA; and (c) with respect to the Assumed Liabilities, the Purchaser shall assume such Assumed Liabilities at the Closing and satisfy such Assumed Liabilities in accordance with their terms.
Tax Exemptions (Art. 7.1(b)) Local Rule 6004-1(b)(iv)(I)	<p>Without limiting the other terms set forth in the NewCo Stalking Horse APA, any sales Tax, use Tax, GST/HST and QST, provincial sales Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(a) of the Bankruptcy Code ("<u>Transfer Taxes</u>") shall be borne 50% by the Purchaser and 50% by the Seller. The Purchaser shall, at its own expense, file any necessary Tax Returns relating to Transfer Taxes and other documentation with respect</p>

Term (Agreement Citation)	Detail
	to any Transfer Taxes. Each Party agrees to use its, and to cause its Affiliates to use, commercially reasonable efforts to mitigate, reduce, or eliminate any Transfer Taxes, including by becoming registered for Transfer Tax purposes, by making available Tax elections (including making a joint election in a timely manner under Section 167 of the ETA and Section 75 and Section 75.1 of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1), and by completing any necessary exemption certificates or similar documentation.
Record Retention (Arts. 7.1(d) & 7.5) Local Rule 6004- 1(b)(iv)(J)	<p>The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Pre-Closing Tax Period or Straddle Period. The Purchaser and Sellers shall retain all Tax Returns and related books and records with respect to Taxes pertaining to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets for any Pre-Closing Tax Period or Straddle Period.</p> <p>In order to facilitate Sellers' efforts to administer and close the Bankruptcy Case (together, the "<u>Post-Close Filings</u>"), for a period of two (2) years following the Closing, the Purchaser shall (i) permit Sellers and Sellers' counsel and accountants (collectively, "<u>Permitted Access Parties</u>") during regular business hours, with reasonable notice, reasonable access to the financial and other books and records that comprised part of the Purchased Assets to the extent required to complete the Post-Close Filings, which access shall include (A) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (B) the Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish the Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the costs and expenses of such copies and any such other costs Purchaser incurs in connection with providing the Permitted Access Parties access to such records, and (ii) provide the Permitted Access Parties reasonable access to (A) Jazmine Estacio, Jerry Lunanuova and his staff, and Derrick Waters, (B) other Purchaser staff for occasional questions, and (C) the members of Purchaser's finance team and accounts payable team supporting the Purchased Assets. Additionally, for a period of two (2) years following the Closing, the Purchaser shall provide reasonable assistance (1) transitioning automatic payments and deposits from Sellers' accounts to Purchaser, (2) processing final paychecks for employees of Sellers and their Affiliates who are not Seller Employees, (3) with final employee benefit payouts and transition of employee benefits, (4) with the payment of trade payables that are not</p>

Term (Agreement Citation)	Detail
	Purchased Assets, (5) splitting invoices existing as of the Closing to allocate between Purchased Assets and other assets of Sellers and their Affiliates, (6) with accounting for the transactions contemplated thereby and by the transactions to sell assets of Seller and its Affiliates that are not Purchased Assets, (7) filing final Tax Returns for Sellers and their Affiliates, and (8) dissolving Sellers and their Affiliates, and (9) such other services as reasonably requested by Sellers.
Sale of Avoidance Actions (Art. 2.1(o)) Local Rule 6004-1(b)(iv)(K)	The Purchased Assets include the Waived Avoidance Actions, which are the Avoidance Actions against (i) the holder of a trade payable assumed by the Purchaser thereunder in respect of such trade payable (ii) the counterparty to an Assumed Contract with respect to Assumed Liabilities relating to such Assumed Contract and (iii) the Lenders, provided, that such Waived Avoidance Actions shall be waived by Sellers and the Purchaser prior to or as of Closing.
No Successor Liability (Art. 1.1(yyyyyy)) Local Rule 6004-1(b)(iv)(L)	If the NewCo Stalking Horse Bidder is the Successful Bidder for the Assets, the Debtors intend to seek entry of a Sale Order that provides, among other things, that the NewCo Stalking Horse Bidder is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code and is not a successor to the Debtors.
Free and Clear of Unexpired Leases or Other Rights (Art. 1.1(yyyyyy)) Local Rule 6004-1(b)(iv)(M)	The Debtors intend to seek entry of a Sale Order that provides, among other things, Court approval of the sale of the Purchased Assets free and clear of all Claims and Encumbrances (other than Permitted Encumbrances) pursuant to (among other provisions) sections 105, 363, 365, and 1113(a) of the Bankruptcy Code.
Relief from Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	As noted below, the Debtors are seeking a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

28. As set forth above, the NewCo Stalking Horse APA contains certain key provisions, each of which were specifically negotiated for by the NewCo Stalking Horse Bidder and which are a condition required by the NewCo Stalking Horse Bidder for the deal. The NewCo Stalking Horse APA contains a provision for (a) reimbursement of reasonable and documented fees and expenses of the NewCo Stalking Horse Bidder not to exceed \$1,150,000 (the “NewCo Purchaser Expense Reimbursement”) following the termination of the NewCo Stalking Horse

APA under certain circumstances, and (b) a breakup fee equal to \$3,450,000, which represents approximately 2.65% of the purchase price (the “NewCo Break-Up Fee”, together with the NewCo Purchaser Expense Reimbursement, the “NewCo Bid Protections”), payable in certain events, including in the event that the Debtors consummate an Alternative Transaction. *Id.* at ¶28.

29. Based on the marketing process and arms’-length negotiations between the Debtors and the NewCo Stalking Horse Bidder, the Debtors determined that the key provisions set forth above, including the NewCo Bid Protections, were necessary to secure the NewCo Stalking Horse Bidder’s commitment to the consummation of the Sale according to the terms of the NewCo Stalking Horse APA. Further, the payment of the NewCo Bid Protections will not diminish the Debtors’ estates as any Alternative Transaction or competing bid must exceed the bid set forth in the NewCo Stalking Horse APA by an amount that exceeds the sum of the NewCo Break-Up Fee and NewCo Purchaser Expense Reimbursement by at least \$1,000,000, increasing the ultimate value of the sale to the benefit of the Debtors’ stakeholders and parties in interest. *Id.* at ¶29.

30. The Debtors submit that the terms set forth above and in the NewCo Stalking Horse APA are the result of extensive, good-faith, arms’-length negotiations, and the NewCo Stalking Horse APA is currently the highest and best proposal for the NewCo Assets. Accordingly, the Debtors’ proposed entry into the NewCo Stalking Horse APA for the NewCo Assets is in the best interest of the Debtors’ estates, constitutes a sound exercise of the Debtors’ business judgment, and should be approved.

III. Material Provisions of the Avalon Stalking Horse APA⁷

31. Following arms'-length and good faith negotiations, the Debtors and the Avalon Stalking Horse Bidder have agreed upon the Avalon Stalking Horse APA, whereby the Avalon Stalking Horse Bidders will purchase the Avalon Assets. The Debtors submit that the Avalon Stalking Horse APA promotes competitive bidding and maximizes of the value of the Avalon Assets by establishing a baseline bid for the Avalon Assets, which is subject to higher and otherwise better offers at the Auction. Sale Decl. at ¶¶30 & 35.

32. The material terms of the Avalon Stalking Horse APA are summarized in the following table:

Term (Agreement Citation)	Detail
Sellers	Coach USA, Inc.; Coach USA Administration, Inc.; Coach Leasing, Inc.; CAM Leasing, LLC; Lenzner Tours, Inc.; Lenzner Transportation Group, Inc.; Lenzner Tours, LTD; Lenzner Transit, Inc.; Transportation Management Services, Inc.; Kerrville Bus Company, Inc.; All West Coachlines, Inc.; and America Coach Lines of Atlanta, Inc. (collectively, the " <u>Sellers</u> " and individually each a " <u>Seller</u> ")
Stalking Horse Bidder (Recitals) Local Rule 6004-1(b)(iv)(A)	AVALON Transportation, LLC or its designee(s) (the " <u>Purchaser</u> "). The Purchaser is not an insider, as defined in section 101(31) of the Bankruptcy Code.
Consideration (Art. 3.1) Local Rule 6004-1(b)(iv)(N)	In consideration for the Purchased Assets, the Purchaser shall pay the sum of the following: <ul style="list-style-type: none"> • the Good Faith Deposit of \$1,483,600; plus • the "all cash" sum in the amount of \$13,352,400 (such amount, the "<u>Cash Amount</u>"); plus • the aggregate amount of the Cure Costs assumed by the Purchaser up to the Cure Costs Cap; plus • the aggregate amount of Employee PTO assumed by the Purchaser up to a maximum of \$26,900; plus • the aggregate amount of the Assumed Liabilities; less

⁷ The following summary is provided for convenience purposes only. All capitalized terms that are used in this summary but not otherwise defined herein shall have the meanings ascribed to such terms in the Avalon Stalking Horse APA, attached to the Bidding Procedures as Exhibit 3. To the extent any of the terms below are inconsistent with the Avalon Stalking Horse APA, the Avalon Stalking Horse APA shall control in all respects.

Term (Agreement Citation)	Detail
	<ul style="list-style-type: none"> • the amount of Prepayment/Deposits which Sellers have not paid or turned over to the Purchaser at the Closing; less • the amount of the Cure Costs assumed by the Purchaser in excess of the Cure Costs Cap; less • the amount of Employee PTO assumed by the Purchaser in excess of \$26,900. <p>The aggregate Purchase Price shall be reduced by one percent (1.0%) for every thirty (30) day period (or part of a thirty (30) day period) that the Closing occurs after August 19, 2024, for any reason whatsoever.</p>
Agreements with Management Local Rule 6004-1(b)(iv)(B)	N/A
Releases (Art. 7.5) Local Rule 6004-1(b)(iv)(C)	<p>Effective as of the Closing, the Purchaser, on behalf of itself and its successors, assigns, Representatives, administrators and agents, and any other person or entity claiming by, through, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge each Seller and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Business on or prior to the Closing; provided, however, that nothing contained therein shall release any rights or Claims which constitute Purchased Assets or rights or Claims under or acts, omission, event or transaction occurring with respect to the Avalon Stalking Horse APA, the Ancillary Documents and the transactions contemplated by the Avalon Stalking Horse APA.</p> <p>Effective as of the Closing, each Seller, on behalf of itself and its successors, assigns, Representatives, administrators and agents, and any other person or entity claiming by, through, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge Purchaser and each of the Purchaser's past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Business on or prior to the Closing, provided, however, that nothing contained therein shall release any rights under or acts, omission, event or transaction occurring with respect to the Avalon Stalking Horse APA, the Ancillary Documents and the transactions contemplated by the Avalon Stalking Horse APA.</p>

Term (Agreement Citation)	Detail
Private Sale/No Competitive Bidding Local Rule 6004- 1(b)(iv)(D)	The Debtors are proposing, and subject to the Avalon Stalking Horse Bid Protections, the Avalon Stalking Horse APA contemplates, an open marketing and auction process, subject to receiving a higher or better offer on or before the Bid Deadline.
Closing Deadlines (Art. 9.1(c)) Local Rule 6004- 1(b)(iv)(E)	The Avalon Stalking Horse APA may be terminated by the Seller or the Purchaser upon ten (10) calendar days' written notice if the Closing shall not have occurred on or prior to first Business Day which is 120 days after the Petition Date (the " <u>Termination Date</u> ").
Good Faith Deposit (Art. 3.3) Local Rule 6004- 1(b)(iv)(F)	Within three (3) Business Days of the execution and delivery by the Parties of the Avalon Stalking Horse APA, the Purchaser shall deposit into an escrow account (the " <u>Escrow Account</u> ") with Young Conaway Stargatt & Taylor, LLP, as escrow agent (the " <u>Escrow Holder</u> ") an amount equal to \$1,483,600 (the " <u>Good Faith Deposit</u> ") in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of the Avalon Stalking Horse APA by Sellers, the Good Faith Deposit shall become nonrefundable upon the termination of the Avalon Stalking Horse APA by Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) and shall be refunded to the Purchaser plus any and all interest or income earned thereon upon the termination of the Avalon Stalking Horse APA for any other reason, including under Sections 9.1(a), (b), (c), (e), (f) or (g). At the Closing, the Good Faith Deposit (and any interest or income accrued thereon) shall be paid over to Sellers and upon such payment, credited and applied toward payment of the Purchase Price and the amount of any such interest or income accrued on the Good Faith Deposit as of the Business Day prior to the Closing Date shall be credited dollar for dollar against the Cash Amount. In the event the Good Faith Deposit becomes nonrefundable as provided herein before the Closing by reason of a termination pursuant to Section 9.1(d), the Escrow Holder shall immediately disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated therein terminate in accordance with the termination provisions thereof by any reason other than pursuant to Section 9.1(d) before the Sale Order is entered by the Bankruptcy Court, the Escrow Holder shall return to the Purchaser the Good Faith Deposit, (together with all income or interest accrued thereon).
Interim Arrangements (Art. 6.2)	From and after the date of the Avalon Stalking Horse APA until the earlier of the Closing Date and the termination of Avalon Stalking Horse APA in accordance with the terms of Section 9, Sellers shall (a) maintain the Purchased Assets and operate and carry on the Business in the Ordinary Course of

Term (Agreement Citation)	Detail
Local Rule 6004-1(b)(iv)(G)	Business, and (b) not move to a different location any Purchased Equipment from the Purchased Owned Real Property or Assumed Leased Real Property, except as otherwise expressly required by the Avalon Stalking Horse APA or the Bankruptcy Case or with the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Consistent with the foregoing and to the extent permitted or required in the Bankruptcy Case, Sellers shall use commercially reasonable efforts to (a) continue operating the Business as a going concern, and (b) maintain the Purchased Assets and the assets and properties of, or used by, Sellers relating to the Business consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court. In a manner that is reasonable and consistent with a debtor in possession, Sellers shall use commercially reasonable efforts to maintain the Purchased Vehicles in good operating condition, reasonable wear and tear excepted. Notwithstanding anything to the contrary in Section 6.2 the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of Section 6.2. Absent Purchaser's prior written consent, Sellers shall not increase or modify the wages, salaries or benefits of any of Seller Employees nor shall they enter into any new or modified employment agreements with Seller Employees, notwithstanding the foregoing, Purchaser's consent shall not be required for Sellers' hiring and firing of employees in the normal course of business.
Use of Proceeds (Art. 3.2) Local Rule 6004-1(b)(iv)(H)	At the Closing, the Purchaser shall satisfy the Purchase Price as follows: <ol style="list-style-type: none"> 1. the Purchaser shall deliver an amount equal to the Cash Amount as may be adjusted, including any adjustment pursuant to Section 7.1(a), less any Prepayment/Deposits Credit, less any Excess Cure Costs, and less any Excess Employee PTO via wire transfer of immediately available funds to the accounts designated by Sellers; 2. the Purchaser shall pay directly to the obligees identified on Schedule 2.5 the Cure Costs or has otherwise assumed such Cure Costs applicable to the Purchased Assets; provided, however, that the Purchaser shall only be obligated to pay or assume a Cure Cost if it has assumed the underlying Liability to such obligee under the Avalon Stalking Horse APA; and 3. with respect to the Assumed Liabilities, the Purchaser shall assume such Assumed Liabilities at the Closing and satisfy such Assumed Liabilities in accordance with their terms.
Tax Exemptions (Art. 7.1(b)) Local Rule 6004-1(b)(iv)(I)	It is the intention of the Parties that the transactions contemplated by the Avalon Stalking Horse APA be exempt from any sales Tax, use Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax incurred in connection with the Avalon Stalking Horse APA or attributable to the sale or transfer of the Purchased Assets (" <u>Transfer Taxes</u> ") pursuant to section 1146(a) of the Bankruptcy Code and any similar exemption provided by a state or local Legal Requirement. To the extent any Transfer Tax is not exempt in accordance with section 1146(a) of the Bankruptcy Code or any available exemption under an applicable state or local Legal Requirement, such Transfer Taxes shall be borne 50% by the Purchaser

Term (Agreement Citation)	Detail
	<p>on one hand, and 50% by the Sellers on the other hand. The Party responsible under applicable Legal Requirements for filing Tax Returns and other documentation with respect to any Transfer Taxes shall properly file such Tax Returns and other documentation on a timely basis (and the other Party shall reasonably cooperate with respect thereto as necessary) and timely pay all such Transfer Taxes to the appropriate Governmental Authority. The other Party shall promptly reimburse the filing Party for fifty percent (50%) of the reasonable filing costs with respect to such Transfer Taxes upon receipt of proof of payment from the filing Party. Each Party agrees to use its, and to cause its Affiliates to use, commercially reasonable efforts to mitigate, reduce, or eliminate any Transfer Taxes.</p>
<p>Record Retention (Arts. 7.1(c) & 7.7) Local Rule 6004-1(b)(iv)(J)</p>	<p>The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Pre-Closing Tax Period or Straddle Period. The Purchaser and Sellers shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business for any Pre-Closing Tax Period or Straddle Period.</p> <p>In order to facilitate Sellers' efforts to (i) administer and close the Bankruptcy Case, and (ii) prepare tax returns (together, the "<u>Post-Close Filings</u>"), for a period of one (1) year following the Closing, the Purchaser shall permit Sellers and Sellers' counsel and accountants (collectively, "<u>Permitted Access Parties</u>") during regular business hours, with reasonable notice, reasonable access to the financial and other books and records that comprised part of the Purchased Assets that are required to complete the Post-Close Filings, which access shall include (A) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (B) the Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish the Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the costs and expenses of such copies and any such other costs the Purchaser incurs in connection with providing the Permitted Access Parties access to such records; <u>provided, however</u>, that the foregoing rights of access shall not be exercisable in such a manner as to interfere with the normal operations of the Purchaser's business. Notwithstanding anything contained in Section 7.7 to the contrary, in no event shall Sellers have access to any information that, based on advice of the Purchaser's counsel, could (1) reasonably be expected to create liability under</p>

Term (Agreement Citation)	Detail
	applicable Legal Requirement, or waive any legal privilege, (2) result in the discharge of any Trade Secrets of the Purchaser, its Affiliates or any third parties or (3) violate any obligation of the Purchaser with respect to confidentiality.
Sale of Avoidance Actions (Art. 2.1(n)) Local Rule 6004-1(b)(iv)(K)	The Purchased Assets include the Waived Avoidance Actions, which are Avoidance Actions against (i) the holder of a trade payable incurred in connection with the Business, (ii) a vendor or other creditor who received a payment within the ninety (90) days prior to the Petition Date from a Seller on a trade payable incurred in connection with the Business or (iii) the counterparty to an Assumed Contract, Assumed Equipment Leases or Assumed Real Property Leases, provided, that such Waived Avoidance Actions shall be waived by Sellers and the Purchaser prior to or as of Closing. Avoidance Actions does not include claims against "Insiders" as that term is defined in section 101(31) of the Bankruptcy Code or the Administrative Agent or DIP Lender, all of which shall remain with the Debtors.
No Successor Liability (Art. 1.1(kkkkk)) Local Rule 6004-1(b)(iv)(L)	If the Avalon Stalking Horse Bidder is the Successful Bidder for the Avalon Assets, the Debtors intend to seek entry of a Sale Order that provides, among other things, that the Avalon Stalking Horse Bidder is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code and is not a successor to the Debtors.
Free and Clear of Unexpired Leases or Other Rights (Art. 1.1(kkkkk)) Local Rule 6004-1(b)(iv)(M)	The Debtors intend to seek entry of a Sale Order that provides, among other things, Court approval of the sale of the Purchased Assets free and clear of all Claims and Encumbrances as specifically set forth in the Avalon Stalking Horse APA and pursuant to (among other provisions) sections 105, 363, and 365 of the Bankruptcy Code.
Relief from Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	As noted below, the Debtors are seeking a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

33. As set forth above, the Avalon Stalking Horse APA contains certain key provisions, each of which were specifically negotiated for by the Avalon Stalking Horse Bidder and which are a condition required by the Avalon Stalking Horse Bidder for the deal. The Avalon Stalking Horse APA contains a provision for (a) reimbursement of reasonable and documented fees and expenses of the Avalon Stalking Horse Bidders not to exceed \$148,360

(the “Avalon Purchaser Expense Reimbursement”) following the termination of the Avalon Stalking Horse APA under certain circumstances, and (b) a breakup fee equal to \$445,080, which represents 3% of the cash purchase price (the “Avalon Break-Up Fee”, and together with the Avalon Purchaser Expense Reimbursement, the “Avalon Bid Protections”), payable in certain events, including in the event that the Debtors consummate an Alternative Transaction with respect to all or any portion of the Avalon Assets. *Id.* at ¶30.

34. The Avalon Stalking Horse APA further provides for the purchase of the real property, intellectual property, and personal property therein, as well as the assumption and assignment of the contracts and leases, respectively set forth in Schedules 2.1(b) and 2.1(c) therein. The Accounts Receivables associated with the Avalon Assets are not being acquired as part of the Avalon Assets. The Avalon Stalking Horse APA also provides for the assumption and assignment of the CBA related to the operations of the Lenzner business segment and the requirement that the Purchaser offer employment pursuant to the express terms and conditions set forth in the Avalon Stalking Horse APA to at least 80% of the Debtors’ current employees at the Avalon Business Segments. The Avalon Stalking Horse APA also provides that Avalon will recognize the union with respect to the Lenzner business segment and agree to accept the terms of the CBA subject only to the necessary changes needed to provide substantially equivalent benefits and policies to Avalon’s benefit plans and policies. *Id.* at ¶31.

35. The Debtors submit that the terms set forth above and in the Avalon Stalking Horse APA are the result of extensive, good-faith, arms’-length negotiations, and the Avalon Stalking Horse APA is currently the highest and best proposal for the Avalon Assets. Further, the payment of the Avalon Bid Protections will not diminish the Debtors’ estates as any Alternative Transaction or competing bid must exceed the bid set forth in the Avalon Stalking

Horse APA by an amount that exceeds the sum of the Avalon Break-Up Fee and Avalon Purchaser Expense Reimbursement by at least \$300,000, increasing the ultimate value of the sale to the benefit of the Debtors’ stakeholders and parties in interest. *Id.* at ¶32. Accordingly, the Debtors’ proposed entry into the Avalon Stalking Horse APA for the Avalon Assets is in the best interest of the Debtors’ estates, constitutes a sound exercise of the Debtors’ business judgment, and should be approved.

IV. Material Terms of the ABC Stalking Horse APA⁸

36. Following arms’-length and good faith negotiations, the Debtors and the ABC Stalking Horse Bidder have agreed upon the ABC Stalking Horse APA, whereby the ABC Stalking Horse Bidder will purchase the ABC Assets. The Debtors submit that the ABC Stalking Horse APA promotes competitive bidding and maximizes of the value of the ABC Assets by establishing a baseline bid for the ABC Assets, which is subject to higher and otherwise better offers at the Auction. Sale Decl. at ¶¶33 & 35.

37. The material terms of the ABC Stalking Horse APA are summarized in the following table:

Term (Agreement Citation)	Detail
Sellers	Coach USA, Inc.; Coach Leasing, Inc.; and Megabus Southeast, LLC (collectively, the “ <u>Sellers</u> ” and individually each a “ <u>Seller</u> ”)
Stalking Horse Bidder (Recitals) Local Rule 6004-1(b)(iv)(A)	ABC Bus, Inc. or its designee (the “ <u>Purchaser</u> ”) The ABC Stalking Horse Bidder is not an insider, as defined in section 101(31) of the Bankruptcy Code.

⁸ The following summary is provided for convenience purposes only. All capitalized terms that are used in this summary but not otherwise defined herein shall have the meanings ascribed to such terms in the ABC Stalking Horse APA attached to the Bidding Procedures as Exhibit 4. To the extent any of the terms below are inconsistent with the ABC Stalking Horse APA, the ABC Stalking Horse APA shall control in all respects.

Term (Agreement Citation)	Detail
Consideration (Arts. 3.1 & 3.3) Local Rule 6004-1(b)(iv)(N)	In consideration for the Purchased Assets, the Purchaser shall pay the sum of the following: <ul style="list-style-type: none"> • the Good Faith Deposit of \$233,500; plus • the “all cash” sum in the amount of \$2,101,500 (such amount, the “<u>Cash Amount</u>”).
Agreements with Management Local Rule 6004-1(b)(iv)(B)	N/A
Releases (Art. 7.2) Local Rule 6004-1(b)(iv)(C)	Effective as of the Closing, the Purchaser, on behalf of itself and its successors, assigns, Representatives, administrators and agents, and any other person or entity claiming by, through, or under any of the foregoing, will, pursuant to the ABC Stalking Horse APA, unconditionally and irrevocably release, waive and forever discharge each Seller and each of the Sellers’ past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities of any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Business or the Purchased Assets on or prior to the Closing, except for any acts, omission, event or transaction occurring with respect to the ABC Stalking Horse APA, the Ancillary Documents and the transactions contemplated by the ABC Stalking Horse APA. For the avoidance of doubt, Section 7.2 shall not affect claims, if any, arising under or related to agreements between Purchaser and Sellers entered into prior to the Agreement Date that are unrelated to this transaction.
Private Sale/No Competitive Bidding Local Rule 6004-1(b)(iv)(D)	The Debtors are proposing, and the ABC Stalking Horse APA contemplates, an open marketing and auction process, subject to receiving a higher or better offer on or before the Bid Deadline.
Closing Deadlines (Art. 9.1(c)) Local Rule 6004-1(b)(iv)(E)	The ABC Stalking Horse APA may be terminated by the Seller or the Purchaser upon ten (10) calendar days’ written notice if the Closing shall not have occurred on or prior to the date which is fourteen (14) days after entry of the Sale Order (the “ <u>Termination Date</u> ”).
Good Faith Deposit (Art. 3.3) Local Rule 6004-1(b)(iv)(F)	Upon Purchaser’s execution of the ABC Stalking Horse APA, the Purchaser shall deposit into an escrow account (the “ <u>Escrow Account</u> ”) with Young Conaway Stargatt & Taylor, LLP (or other mutually agreed upon escrow agent), as escrow agent (the “ <u>Escrow Holder</u> ”) an amount equal to \$233,500 (the “ <u>Good Faith Deposit</u> ”) in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit will be funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of the ABC Stalking Horse APA by Sellers, the Good Faith Deposit

Term (Agreement Citation)	Detail
	<p>(1) shall become nonrefundable upon the termination of the ABC Stalking Horse APA by (x) Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) or (y) either Sellers or Purchaser pursuant to Section 9.1(c) if in the case of this clause (y), (A) the conditions in Sections 8.1 and 8.2 have been satisfied or are capable of being satisfied or have been waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), and (B) Purchaser has failed to satisfy its obligations to effect the Closing by the date the Closing is required to have occurred pursuant to Section 3.5 and (2) shall be refunded to the Purchaser upon the termination of the ABC Stalking Horse APA for any other reason, including under Sections 9.1(a), (b), or (e) through (j) (subject to Section 9.3). At the Closing, the Good Faith Deposit (and any interest or income accrued thereon) shall be paid over to Sellers and upon such payment, credited and applied toward payment of the Purchase Price and the amount of any such interest or income accrued on the Good Faith Deposit as of the Business Day prior to the Closing Date shall be credited dollar for dollar against the Cash Amount. In the event the Good Faith Deposit becomes nonrefundable as provided in the ABC Stalking Horse APA before the Closing by reason of a termination pursuant to Section 9.1(d), the Escrow Holder shall immediately disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated in the ABC Stalking Horse APA terminate in accordance with the termination provisions thereof by any reason other than pursuant to <u>Section 9.1(d)</u> before the Sale Order is entered by the Bankruptcy Court, the Escrow Holder shall return to the Purchaser the Good Faith Deposit (together with all income or interest accrued thereon).</p>
<p>Interim Arrangements (Art. 2.4(b)) Local Rule 6004-1(b)(iv)(G)</p>	<p>Sellers agree that from the Closing Date until the Outside Transfer Date, Sellers shall do all things necessary for Purchaser to procure, and take physical possession of the Purchased Assets, including granting or delivering to Purchaser all licenses or authorizations necessary to enter and use each location where the Purchased Assets are located for purposes of procuring and taking physical possession of such Purchased Assets. Sellers acknowledge that Purchaser is not an insurer of the Sellers' personal property.</p>
<p>Use of Proceeds (Art. 3.2) Local Rule 6004-1(b)(iv)(H)</p>	<p>At the Closing, the Purchaser shall satisfy the Purchase Price by delivery of the Cash Amount via wire transfer of immediately available funds to the accounts designated by Sellers.</p>
<p>Tax Exemptions (Art. 7.1(b))</p>	<p>Without limiting the other terms set forth in the ABC Stalking Horse APA, any sales Tax, use Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order</p>

Term (Agreement Citation)	Detail
Local Rule 6004-1(b)(iv)(I)	or by section 1146(a) of the Bankruptcy Code (“ <u>Transfer Taxes</u> ”) shall be borne by the Purchaser. The Purchaser shall, at its own expense, file any necessary Tax Returns relating to Transfer Taxes and other documentation with respect to any Transfer Taxes.
Record Retention (Art. 7.1(c)) Local Rule 6004-1(b)(iv)(J)	The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Straddle Period and for all prior taxable periods. The Purchaser and Sellers shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for any Straddle Period and all prior taxable periods until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business for any Straddle Period and for all prior taxable periods.
Sale of Avoidance Actions (Art. 2.2(i)) Local Rule 6004-1(b)(iv)(K)	Avoidance Actions are not included within the Purchased Assets.
No Successor Liability (Art. 1.1(hhh)) Local Rule 6004-1(b)(iv)(L)	If the ABC Stalking Horse Bidder is the Successful Bidder for the Assets, the Debtors intend to seek entry of a Sale Order that provides, among other things, that the ABC Stalking Horse Bidder is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code and is not a successor to the Debtors.
Free and Clear of Unexpired Leases or Other Rights (Art. 1.1(hhh)) Local Rule 6004-1(b)(iv)(M)	The Debtors intend to seek entry of a Sale Order that provides, among other things, Court approval of the sale of the Purchased Assets free and clear of all Claims and Encumbrances pursuant to (among other provisions) sections 105, 363, and 365 of the Bankruptcy Code.
Relief from Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	As noted below, the Debtors are seeking a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

38. As set forth above, the ABC Stalking Horse APA contains certain key provisions, each of which were specifically negotiated for by the ABC Stalking Horse Bidder and which are a condition required by the ABC Stalking Horse Bidder for the deal. The ABC Stalking Horse APA contains a provision for (a) reimbursement of reasonable and documented fees and expenses of the ABC Stalking Horse Bidder not to exceed \$25,000 (the “ABC Purchaser Expense Reimbursement”) following the termination of the ABC Stalking Horse APA under certain circumstances, and (b) a breakup fee equal to \$93,000, which represents approximately 3.98% of the purchase price (the “ABC Break-Up Fee”, together with the ABC Purchaser Expense Reimbursement, the “ABC Bid Protections”, and the ABC Bid Protections together with the NewCo Bid Protections and Avalon Bid Protections, the “Bid Protections”), payable in certain events, including in the event that the Debtors consummate an Alternative Transaction. *Id.* at ¶34.

39. Based on the marketing process and arms’-length negotiations between the Debtors and the ABC Stalking Horse Bidder, the Debtors determined that the key provisions set forth above, including the ABC Bid Protections, were necessary to secure the ABC Stalking Horse Bidder’s commitment to the consummation of the Sale according to the terms of the ABC Stalking Horse APA. Further, the payment of the ABC Bid Protections will not diminish the Debtors’ estates as any Alternative Transaction or competing bid must exceed the bid set forth in the ABC Stalking Horse APA by an amount that exceeds the sum of the ABC Break-Up Fee and ABC Purchaser Expense Reimbursement by at least \$50,000, increasing the ultimate value of the sale to the benefit of the Debtors’ stakeholders and parties in interest. *Id.* at ¶40.

40. The Debtors submit that the terms set forth above and in the ABC Stalking Horse APA are the result of extensive, good-faith, arms’-length negotiations, and the ABC Stalking

Horse APA is currently the highest and best proposal for the ABC Assets. Accordingly, the Debtors' proposed entry into the ABC Stalking Horse APA for the ABC Assets is in the best interest of the Debtors' estates, constitutes a sound exercise of the Debtors' business judgment, and should be approved.

V. Credit Bidding

41. Any bidder holding a perfected security interest in any of the Assets may seek to credit bid all, or a portion of, such bidder's claims for its respective collateral in accordance with section 363(k) of the Bankruptcy Code (each such bid, a "Credit Bid"); provided, that, except as otherwise provided in the Bidding Procedures or the Bidding Procedures Order, such Credit Bid complies with the terms of the Bidding Procedures, including providing for the payment of Bid Protections in cash.

VI. Notice Procedures for the Sale, Auction, and Sale Hearing

42. The Debtors request approval of the Notice of Auction and Sale Hearing, substantially in the form attached to the Bidding Procedures Order as Exhibit 5. Within two (2) business days of entry of the Bidding Procedures Order, the Debtors will serve the Notice of Auction and Sale Hearing by first-class mail upon: (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) proposed counsel for any official committee appointed in the Chapter 11 Cases; (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the jurisdictions to which the Debtors are subject; (k) all environmental authorities having jurisdiction over any of

the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors' business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors' executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the NewCo Stalking Horse APA) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; (x) all of the Debtors' other known creditors and equity security holders; and (y) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service.

43. Not later than five (5) business days following the entry of the Bidding Procedures Order, the Debtors shall also post the Notice of Auction and Sale Hearing and the Bidding Procedures Order on the website of the Debtors' proposed claims and noticing agent, Kroll Restructuring Administration LLC.

44. As soon as reasonably practicable following conclusion of the Auction (or the Bid Deadline, if only one Qualified Bid for the relevant Assets, including any Stalking Horse Bid, is received), the Debtors shall file a notice on the Court's docket identifying the Successful Bidder(s) for such Assets and any applicable Next-Highest Bidder(s).

VII. Assumption and Assignment Procedures

45. To facilitate the Sale, the Debtors seek authority to assume and assign to the Successful Bidder(s) certain executory contracts and unexpired leases as selected by such Successful Bidder(s) in its Successful Bid(s) (the “Assigned Contracts”) in accordance with the procedures described below (the “Assignment Procedures”).

46. The proposed Assignment Procedures are as follows:

- a. On July 15, 2024, the Debtors shall file with the Court and serve on each non-debtor counterparty (each a “Non-Debtor Counterparty”) to each of the Debtors’ executory contracts and unexpired leases (each a “Contract”) the Potential Assumption and Assignment Notice. In the event that the Debtors identify any Non-Debtor Counterparties which were not served with the Potential Assumption and Assignment Notice, the Debtors may subsequently serve such Non-Debtor Counterparty with a Potential Assumption and Assignment Notice, and the following procedures will nevertheless apply to such Non-Debtor Counterparty; provided, however, that the Cure Cost/Assignment Objection Deadline (defined below) with respect to such Non-Debtor Counterparty shall be 4:00 p.m. (prevailing Eastern Time) on the date that is the later of August 1, 2024 or fourteen (14) days following service of the Potential Assumption and Assignment Notice.
- b. The Potential Assumption and Assignment Notice served on each Non-Debtor Counterparty shall (i) identify each Contract; (ii) list the proposed calculation of the cure amounts that the Debtors believe must be paid under section 365(b)(1) of the Bankruptcy Code to cure all defaults outstanding under the Contract as of such date (the “Cure Costs”); (iii) include a statement that assumption and assignment of such Contract is not required or guaranteed; and (iv) inform such Non-Debtor Counterparty of the requirement to file any Cure Cost/Assignment Objections (defined below) by the Cure Cost/Assignment Objection Deadline (defined below). Service of a Potential Assumption and Assignment Notice does not constitute an admission that a particular Contract is an executory contract or unexpired lease of property, or confirm that the Debtors are required to assume and/or assign such Contract.
- c. Objections (a “Cure Cost/Assignment Objection”), if any, to (i) the scheduled Cure Costs, and/or (ii) the potential assumption, assignment and/or transfer of such Contract (including the transfer of any related rights or benefits thereunder and to the identity and adequate assurance of future performance provided by the Stalking Horse Bidder), must (x) be in writing; (y) state with specificity the nature of such objection, including

the amount of Cure Costs in dispute and (z) be filed with the Court and properly served on the Notice Parties (as defined in the Bidding Procedures Order) so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on August 1, 2024 (the “Cure Cost/Assignment Objection Deadline”), subject to the proviso in subparagraph (a) above.

- d. Objections (a “Post-Auction Objection”) of any Non-Debtor Counterparty related solely to the specific identity of and adequate assurance of future performance provided by the Successful Bidder(s) in the event a Stalking Horse Bidder is not the Successful Bidder with respect to the applicable Assumed Contract or Assumed Lease must (x) be in writing; (y) state with specificity the nature of such objection, and (z) be filed with the Court and properly served on the Notice Parties so as to be received no later than 4:00 a.m. (prevailing Eastern Time) on August 7, 2024 (the “Post-Auction Objection Deadline”), subject to the proviso in subparagraph (a) above.
- e. Any Non-Debtor Counterparty to a Contract who fails to timely file and properly serve a Cure Cost/Assignment Objection or Post-Auction Objection as provided herein will (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Contract in the event it is assumed and/or assigned by the Debtors and the Debtors shall be entitled to rely solely upon the Cure Costs, and (ii) be deemed to have consented to the assumption, assignment and/or transfer of such Contract (including the transfer of any related rights and benefits thereunder) to the relevant Successful Bidder(s) and shall be forever barred and estopped from asserting or claiming against the Debtors or such Successful Bidder that any additional amounts are due or defaults exist, or conditions to assumption, assignment, and/or transfer must be satisfied under such Contract, or that any related right or benefit under such Contract cannot or will not be available to the relevant Successful Bidder. If a Cure Cost/Assignment Objection is timely filed and properly served, the Resolution Procedures (as defined below) will apply.
- f. If a Non-Debtor Counterparty files a Cure Cost/Assignment Objection satisfying the requirements of these Assignment Procedures, the Debtors and the Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Court intervention (the “Resolution Procedures”). If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, the Court shall make all necessary determinations relating to such Cure Cost/Assignment Objection at a hearing scheduled pursuant to the following paragraph.
- g. Consideration of unresolved Cure Cost/Assignment Objections and Post-Auction Objections relating to all Contracts, if any, will be held at the Sale Hearing, provided, however, that (i) any Contract that is the subject of a

Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection and (ii) the Debtors, in consultation with the Consultation Parties, may adjourn a Cure Cost/Assignment Objection in their discretion, in consultation with the Consultation Parties.

- h. A timely filed and properly served Cure Cost/Assignment Objection or Post-Auction Objection will reserve the filing Non-Debtor Counterparty's rights relating to the Contract but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.
- i. The Debtors' assumption and/or assignment of a Contract is subject to approval by the Court and consummation of the Sale. Absent consummation of the applicable Sale and entry of a Sale Order approving the assumption and/or assignment of the Contracts, the Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors. Contracts may be designated or de-designated for assumption and assignment at any time prior to the consummation of the Sale.

BASIS FOR RELIEF REQUESTED

I. The Bidding Procedures are Appropriate and in the Best Interests of the Debtors, Their Estates, and Creditors.

A. The Bidding Procedures are Reasonable, Appropriate and Will Maximize Value.

47. The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. *See In re Mushroom Transp. Co.*, 382 F.3d 325, 339 (3d Cir. 2004) (noting debtor in possession "had a fiduciary duty to protect and maximize the estate's assets"); *Official Comm. of Unsecured Creditors of Cybergenics, Corp v. Chinery*, 330 F.3d 548, 573 (3d Cir. 2003) (same); *Four B. Corp. v. Food Barn Stores, Inc. (In re Barn Stores, Inc.)*, 107 F.3d 558, 564–65 (8th Cir. 1997) (observing in bankruptcy sales, "a primary objective of the Code [is] to enhance the value of the estate at hand").

48. To that end, courts uniformly recognize that procedures to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and therefore are appropriate in the context of bankruptcy transactions. *See In re O'Brien Env'tl. Energy, Inc.*,

181 F.3d 527, 537 (3d Cir. 1999); *see also Official Comm. of Subordinated Bondholders v. Integrated Res. Inc. (In re Integrated Res. Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (stating Bidding Procedures “encourage bidding and . . . maximize the value of the debtor’s assets”). In formulating the Bidding Procedures and the time periods set forth therein, the Debtors balanced the need to provide adequate and appropriate notice to parties in interest and potential bidders with the need to quickly and efficiently run a sale process with the Debtors’ available liquidity to achieve the highest value available at this time, while remaining in compliance with the Milestones. Failure to adhere to the Milestones would have severe consequences and threaten the Debtors’ ability to continue along the best path for the Debtors and maximize the value of their estates *See* Sale Decl. at ¶¶23-27.

49. The Debtors believe that the Bidding Procedures will provide an orderly and uniform mechanism by which interested buyers and investors can submit offers for the Assets and will ensure a competitive and fair bidding process. The Debtors also believe that the Bidding Procedures will promote active bidding from seriously interested parties and will confirm the best and highest offer reasonably available for such assets. The Bidding Procedures will allow the Debtors to conduct the Auction, subject to the terms of the Bidding Procedures, in a controlled, fair and open manner that will encourage participation by financially capable bidders that demonstrate the ability to close a transaction. *Id.* at ¶31. The Debtors believe that the Bidding Procedures will encourage bidding, are consistent with other procedures routinely approved by courts in this and other districts, and are appropriate under the relevant standards governing auction proceedings and bidding incentives in bankruptcy proceedings. *See In re O’Brien Env’tl. Energy, Inc.*, 181 F.3d at 537; *see also In re Dura Auto. Sys., Inc.*, No. 06-11202 (KJC) (Bankr. D. Del. July 24, 2007); *In re New Century TRS Holdings, Inc.*, No. 07-10416

(BLS) (Bankr D. Del. Apr. 20, 2007); *In re Three A's Holdings, L.L.C.*, No. 06-10886 (BLS) (Bankr. D. Del. Sept. 7, 2006).

B. The Court Should Authorize Entry Into the Stalking Horse APAs and Approve the Bid Protections.

50. The Court should approve Debtors' entry into the Stalking Horse APAs and the proposed Bid Protections. The Debtors believe that the presence of the Stalking Horse Bidders will set a floor for the value of the respective Assets and attract other potential buyers to bid for such assets, thereby maximizing the realizable value of the assets for the benefit of the Debtors' estates, their creditors and all other parties in interest. In the event that the Stalking Horse Bidders are not the winning bidders at the relevant Auction for the Stalking Horse Assets, respectively, but the relevant Stalking Horse Bidder represents the second highest or best bid, it will be obligated to serve as a "backup" bidder (provided the Alternative Transaction (as defined in the relevant Stalking Horse APA) is for the same assets as the relevant Stalking Horse APA). Sale Decl. at ¶35.

51. The Court should also approve the proposed Bid Protections for the Stalking Horse APAs. The Bid Protections are a necessary condition for the Stalking Horse Bidders to enter into the Stalking Horse APAs. Absent approval of the Bid Protections for the Stalking Horse Bidders, the Debtors may lose the opportunity to obtain the highest and otherwise best offer for the Stalking Horse Assets through the Auction process. *Id.* at ¶36.

52. Bidding incentives and protections such as these Bid Protections are valuable to chapter 11 debtors and have become a recognized practice in chapter 11 cases because they enable a debtor to ensure a sale to a contractually committed buyer at a price the debtor believes is reasonable and appropriate, while providing the debtor with the potential of obtaining an enhanced recovery through an auction process. *Id.* at ¶37.

53. “The Third Circuit has expressly recognized as an administrative claim a stalking horse bidder’s claim for a break-up fee and expense reimbursement if granting such a claim provides a benefit to the estate.” *In re Women First Healthcare, Inc.*, 332 B.R. 115, 121 (Bankr. D. Del. 2005). Such payments may be necessary to preserve the value of a debtor’s estate if assurance of the fee “promote[s] more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited.” *In re O’Brien Env’tl. Energy, Inc.*, 181 F.3d at 533. Further, if the availability of such payments were to induce a bidder to research the value of the debtor and convert the value to a dollar figure on which other bidders can rely, the bidder may have provided a benefit to the estate by increasing the likelihood that the price at which the debtor is sold will reflect its true worth. *See id.*; *see also In re Reliant Energy Channel View LP*, 594 F.3d 200, 206-08 (3d Cir. 2010) (reasoning that a break-up fee should be approved if it is necessary to entice a party to make the first bid or if it would induce a stalking horse bidder to remain committed to a purchase).

54. In *O’Brien*, the Third Circuit reviewed the following nine factors set forth by the lower court as relevant in deciding whether to award a break-up fee:

- a. the presence of self-dealing or manipulation in negotiating the break-up fee;
- b. whether the fee harms, rather than encourages, bidding;
- c. the reasonableness of the break-up fee relative to the purchase price;
- d. whether the unsuccessful bidder placed the estate property in a “sale configuration mode” to attract other bidders to the Auction;
- e. the ability of the request for a break-up fee to serve to attract or retain a potentially successful bid, establish a bid standard or minimum for other bidders or attract additional bidders;
- f. the correlation of the fee to a maximum value of the debtor’s estate;

- g. the support of the principal secured creditors and creditors' committees of the break-up fee;
- h. the benefits of the safeguards to the debtor's estate; and
- i. the substantial adverse impact of the break-up fee on unsecured creditors, where such creditors are in opposition to the break-up fee.

See In re O'Brien Envtl. Energy, Inc., 181 F.3d at 536.

55. While none of the factors are dispositive, an application of the facts to several of such factors supports the approval of the Bid Protections here.

56. First, the Stalking Horse Bidders would not enter into the Stalking Horse APAs without the Bid Protections. In addition, the Stalking Horse Bids attract additional bidders because, among other things, additional bidders will be able to save considerable time and expense because they can use many of the documents that the Stalking Horse Bidders heavily negotiated, including, among other things, the Stalking Horse APAs and the schedules thereto, in making its bid. In sum, if the Stalking Horse Assets are sold to a Successful Bidder other than the Stalking Horse Bidders, the Sales likely will be the result of the Stalking Horse Bidder's crucial role as an initial bidder generating interest in the Stalking Horse Assets and establishing an acceptable price and offer against which other parties can bid. Indeed, the Debtors receive substantial value through the Stalking Horse Bids because it establishes not only a floor value for the Stalking Horse Assets but also a path to monetize those assets without any material representations or warranties by the Debtors.

57. Moreover, this Court has on several recent occasions approved the grant of superpriority administrative expense status to claims for break-up fees and expense reimbursements. *See, e.g., In re Exide Holdings, Inc.*, No. 20-11157 (CSS) (Bankr. D. Del. June 19, 2020) (authorizing priority expense status for break-up fee and expense reimbursement); *In re Bumble Bee Parent, Inc.*, No. 19-12502 (LSS) (Bankr. D. Del. Dec. 19, 2019) (same); *In re*

Things Remembered, Inc., No. 19-10234 (KG) (Bankr. D. Del. Feb. 21, 2019) (same); *In re Scottish Holdings, Inc.*, No. 18-10160 (LSS) (Bankr. D. Del. Feb. 28, 2018) (same); *In re Terravia Holdings, Inc.*, No. 17-11655 (CSS) (Bankr. D. Del. Aug. 22, 2017) (same); *In re Ensequence Inc.*, No. 18-10182 (KG) (Bankr. D. Del. Mar. 26, 2018) (same); *In re CIBER, Inc.*, No. 17-10772 (BLS) (Bankr. D. Del. May 2, 2017) (same). In addition, the Debtors submit that (i) the proposed NewCo Break-Up Fee of \$3,450,000, representing approximately 2.65% of the Purchase Price (as defined in the NewCo Stalking Horse APA) and NewCo Purchaser Expense Reimbursement of \$1,150,000, representing approximately .88% of the Purchase Price for the NewCo Assets, (ii) the proposed Avalon Break-Up Fee of \$445,080, representing 3% of the Purchase Price (as defined in the Avalon Stalking Horse APA) and Avalon Purchaser Expense Reimbursement of \$148,360, representing 1% of the Purchase Price for the Avalon Assets, and (iii) the proposed ABC Break-Up Fee of \$93,000, representing approximately 3.98% of the Purchase Price and ABC Purchaser Expense Reimbursement of \$25,000, representing approximately 1.07% of the Purchase Price (as defined in the ABC Stalking Horse APA) for the ABC Assets, are reasonable given the total amount of the Sales and the complexity associated therewith. *See, e.g., In re Celadon Grp., Inc.*, Case No. 19-12606 (KBO) (Bankr. D. Del. Jan. 6, 2020) [Docket No. 219] (authorizing a break-up fee of up to 3% of the purchase price plus an expense reimbursement of 1.5% of the purchase price); *In re Bumblebee Parent Inc.*, Case No. 19-12502 (LSS) (Bankr. D. Del. Dec. 19, 2019) [Docket No. 171] (approving a break-up fee of up to \$23,125,000 (approximately 2.5%), plus a separate expense reimbursement in the maximum amount of \$2.5 million); *see also* 3 Collier on Bankruptcy P 363.02 (16th 2019) (“Courts have adopted as a rule of thumb a limitation on a breakup or topping fee of about 3 percent of the consideration the buyer will pay for the assets, including assumption of liabilities,

although courts have approved higher amounts, up to about 5 percent of the consideration, in unusual circumstances.”). Here, the Bid Protections are reasonable and appropriate and are not expected to chill bidding. *See* Sale Decl. at ¶37.

C. The Qualified Bid Requirements are Reasonable and Appropriate.

58. The Bidding Procedures are designed to promote a competitive and robust sale process for the Debtors’ Assets. If approved, the Bidding Procedures will allow the Debtors to solicit and identify bids from potential bidders that constitute the highest and otherwise best offers for the Assets.

59. The Bidding Procedures provide that in the event the Debtors determine, after consultation with their advisors and the Consultation Parties, that any particular bids are not for a fair and adequate price or the acceptance of such bids would not be in the best interests of the estates or the Auction, such bids shall not be “Qualified Bids” entitled to participation at the Auction. As provided in the Bidding Procedures, the Debtors and their estates, in consultation with the Consultation Parties, reserve the right to modify the Bidding Procedures at or prior to the Auction, including, without limitation, to extend the deadlines set forth in the Bidding Procedures, modify bidding increments, waive terms and conditions set forth herein with respect to any or all Potential Bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all potential bidders, adjourn, postpone or cancel the Auction at or prior to the Auction, and adjourn the Sale Hearing. The amount of the Bid Protections approved by the Court will not be reduced or otherwise modified.

60. If the Debtors receive more than one Qualified Bid (other than any Stalking Horse Bid) for certain of the Assets, and the Auction is held for those Assets, bidding shall commence at the amount of the highest and otherwise best bid received for the relevant Assets, which determination will be communicated to Qualified Bidders prior to the commencement of the

Auction, and the relevant Qualified Bidders may submit successive bids in higher increments in accordance with the Bidding Procedures.

D. The Notice Procedures for the Sales, Bidding Procedures, Auction and Sale Hearing are Reasonable and Appropriate.

61. Pursuant to Bankruptcy Rules 2002(a) and (c), the Debtors are required to notify creditors of the Sales, including a disclosure of the time and place of any auction, the terms and conditions of the sale, and the deadline for filing any objections. The Debtors submit that the notice procedures described above fully comply with Bankruptcy Rule 2002 and are reasonably calculated to provide timely and adequate notice of the Sales, Bidding Procedures, Auction, and Sale Hearing to the Debtors' creditors and all other parties in interest that are entitled to notice, as well as those parties that have expressed a bona fide interest in acquiring the Assets.

62. Accordingly, the Debtors respectfully request that the Court approve the notice procedures set forth in this Motion, including the form and manner of service and publication of the Notice of Auction and Sale Hearing, and that no other or further notice of the Sales, Bidding Procedures, Auction or Sale Hearing is necessary or required.

E. The Assignment Procedures are Reasonable and Appropriate.

63. As part of this Motion, the Debtors also seek authority under sections 105(a), 365, and 1113 of the Bankruptcy Code to assume and assign the Contracts to the Successful Bidder(s). The Bidding Procedures Order specifies the process by which the Debtors will serve the Potential Assumption and Assignment Notice and the procedures and deadlines for Non-Debtor Counterparties to file Cure Cost/Assignment Objections and/or Post-Auction Objections.

64. The Assignment Procedures ensure that each Non-Debtor Counterparty will have sufficient notice of such potential assumption and assignment, and an opportunity to contest the

Cure Amount, if any, for its Contract, as well as the ability of the relevant Successful Bidder(s) to provide adequate assurance of future performance with respect to such Contract.

65. Accordingly, the Debtors submit that the Assignment Procedures are fair and reasonable, and request that the Court approve such procedures.

II. Approval of the Sales is Appropriate and in the Best Interests of the Debtors' Estates

A. The Sales are Authorized by Section 363 of the Bankruptcy Code as a Sound Exercise of the Debtors' Business Judgment.

66. Section 363 of the Bankruptcy Code provides that a debtor, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate[.]” 11 U.S.C. § 363(b). Although section 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts routinely authorize sales of a debtor’s assets if such sale is based upon the sound business judgment of the debtor. *See Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 175–76 (D. Del. 1991); *In re Trans World Airlines, Inc.*, No. 01-00056 (PJW), 2001 WL 1820326, at *10 (Bankr. D. Del. Apr. 2. 2001).

67. Courts typically consider the following factors in determining whether a proposed sale satisfies this standard: (a) whether a sound business justification exists for the sale; (b) whether adequate and reasonable notice of the sale was given to interested parties; (c) whether the sale will produce a fair and reasonable price for the property; and (d) whether the parties have acted in good faith. *See In re Decora Indus., Inc.*, No. 00-4459 (JJF), 2002 WL 32332749, at *2 (D. Del. May 20, 2002) (citing *In re Delaware & Hudson Ry. Co.*, 124 B.R. at 176); *In re United Healthcare Sys. Inc.*, No. 97-1159, 1997 WL 176574, at *4 & n. 2 (D.N.J. Mar. 26, 1997).

68. A sound business purpose for the sale of a debtor's assets outside the ordinary course of business may be found where such a sale is necessary to preserve the value of assets for the estate, its creditors or interest holders. *See, e.g., In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143 (3d Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983); *see also In re Food Barn Stores, Inc.*, 107 F.3d 558, 564–65 (8th Cir. 1997) (stating that the paramount goal in any proposed sale of property of the estate is to maximize value).

69. Furthermore, “[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). There is a presumption that “in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.” *In re Integrated Res., Inc.*, 147 B.R. at 656 (quoting *Smith v. Van Gorkcom*, 488 A.2d 858, 872 (Del. 1985)). Thus, if a debtor’s actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code. Indeed, when applying the business judgment standard, courts show great deference to a debtor’s business decisions. *See Pitt v. First Wellington Canyon Assocs. (In re First Wellington Canyon Assocs.)*, No. 89 C 593, 1989 WL 106838, at *3 (N.D. Ill. Sept. 8, 1989) (“Under this test, the debtor’s business judgment . . . must be accorded deference unless shown that the bankrupt’s decision was taken in bad faith or in gross abuse of the bankrupt’s retained discretion.”).

70. Pursuant to the Bidding Procedures, the Debtors, in consultation with their advisors and the Consultation Parties, will reserve the right to disregard and disqualify any bid

that does not contain a fair and adequate price or the acceptance of which would not be in the best interests of the estates. In addition, the value of the Assets will be tested through the auction and sale process provided for in the Bidding Procedures. Moreover, the Assets have been the subject of the Debtors' prepetition marketing and sale process, which have been ongoing since December 2023, and resulted in the Stalking Horse APAs. Consequently, the fairness and reasonableness of the consideration for the Assets to be paid by the Successful Bidder(s) ultimately will be demonstrated by adequate "market exposure" and an open and fair auction and sale process—the best means for establishing whether a fair and reasonable price is being paid. The Successful Bid(s) will constitute the highest and best offer for the Assets and may provide a greater recovery for the Debtors' estates than is likely to be provided by any other available alternative. As a result, the Debtors' determination to sell the Assets through an auction and sale process, as provided for in the Bidding Procedures, is a valid and sound exercise of the Debtors' business judgment.

71. Accordingly, the Debtors respectfully request that the Sales be approved.

B. The Sales, Free and Clear of All Encumbrances, are Authorized by Section 363(f) of the Bankruptcy Code.

72. In the interest of attracting the highest and best bids for the Assets, the Debtors submit that the Sales should be free and clear of all Claims and Encumbrances (as each is defined, and as specifically set forth, in the Stalking Horse APAs) in accordance with section 363(f) of the Bankruptcy Code, with any such Encumbrances attaching to the net proceeds of the Sales, as and to the extent applicable.

73. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests, and encumbrances if:

- (a) applicable non-bankruptcy law permits sale of such property free and clear of such interests;

- (b) such entity consents;
- (c) such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property;
- (d) such interest is in bona fide dispute; or
- (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

74. Section 363(f) is supplemented by section 105(a) of the Bankruptcy Code, which provides that “[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

75. Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Assets “free and clear” of all Encumbrances. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (“Section 363(f) is written in the disjunctive, not the conjunctive, and if any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.”); *see also Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (same); *In re Dundee Equity Corp.*, No. 89-10233 (FGC), 1992 WL 53743, at *4 (Bankr. S.D.N.Y. Mar. 6, 1992) (same).

76. The Debtors submit that one or more of the conditions set forth in section 363(f) of the Bankruptcy Code will be satisfied with respect to the Sales. In particular, the Debtors believe that at least section 363(f)(2) will be satisfied because each of the parties holding liens on the Assets will consent, or absent any objection to the Sales, will be deemed to have consented to, the Sales. Any lienholder also will be adequately protected by having its liens, if any, attach to the proceeds of the Sale, in the same order of priority, with the same validity, force and effect that such creditor had prior to such sale, subject to any claims and defenses that the Debtors and

their estates may possess with respect thereto. For the avoidance of doubt, nothing in this Motion, the Bidding Procedures, or the Bidding Procedures Order waives or modifies any parties' right to object to any sale proposed in connection herewith, with all such rights being expressly preserved.

77. Accordingly, the Debtors respectfully request that the Assets be sold free and clear of any Encumbrances pursuant to section 363(f) of the Bankruptcy Code.

C. The Successful Bidder(s) Will Be Entitled to the Full Protection of Section 363(m) of the Bankruptcy Code, and the Sales Do Not Violate Section 363(n) of the Bankruptcy Code.

78. Section 363(m) of the Bankruptcy Code protects the sale of a debtor's property to a good faith purchaser. Specifically, section 363(m) provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

79. While the Bankruptcy Code does not define "good faith," the Third Circuit in *In re Abbotts Dairies of Pennsylvania, Inc.* held that the misconduct that would destroy a purchaser's good faith status at a judicial sale typically involves "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders." 788 F.2d at 147 (citation omitted); *see also Kabro Assocs. of West Islip, L.L.C. v. Colony Hill Assocs. (In re Colony Hill Assocs.)*, 111 F.3d 269, 276 (2d Cir. 1997) ("Typically, the misconduct that would destroy a [buyer]'s good faith status at a judicial sale involves fraud, collusion between the [buyer] and other bidders or the trustee or an attempt to take grossly unfair advantage of other bidders.").

80. The Debtors submit, and the testimony presented at the Sale Hearing will demonstrate, that the terms and conditions of the Sales will have been negotiated by the Debtors and the Successful Bidder(s) at arm's-length and in good faith, with the assistance of the Debtors' professional advisors, and that the parties did not engage in any conduct that would cause or permit the Sales to be avoided under section 363(n) of the Bankruptcy Code.

81. Accordingly, the Debtors request that the Court make a finding at the Sale Hearing that the Successful Bidder(s) purchased the Assets in good faith and that such purchase will be entitled to the full protections of section 363(m) of the Bankruptcy Code.

III. Assumption and Assignment of the Contracts Is Authorized by Section 365 and/or Section 1113 of the Bankruptcy Code

A. The Debtors' Sound Business Judgment Supports the Assumption and Assignment of the Contracts.

82. Sections 365(a) and (b) of the Bankruptcy Code authorize a debtor in possession to assume, subject to the court's approval, executory contracts or unexpired leases of the debtor. Under section 365(a) of the Bankruptcy Code, a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Section 1113 of the Bankruptcy Code authorizes assumption of collective bargaining agreements. 11 U.S.C. § 1113(a); *see also In re Adamar of N.J., Inc.*, No. 09-20711, 2009 Bankr. LEXIS 5191, at *35-36 (Bankr. D.N.J. Nov. 4, 2009) (approving 363 sale which included assumption and assignment of collective bargaining agreements).

83. Section 365(b)(1) of the Bankruptcy Code, in turn, codifies the requirements for assuming an unexpired lease or executory contract of a debtor, providing that:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

(A) cures or provides adequate assurance that the trustee will promptly

cure, such default . . . ;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provide adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b).

84. The standard applied by the Third Circuit in determining whether an executory contract or unexpired lease should be assumed is the “business judgment” test, which requires a debtor to determine that the requested assumption or rejection would be beneficial to its estate. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (describing business judgment test as “traditional”) (superseded in part by 11 U.S.C. § 1113).

85. Courts generally will not second-guess a debtor’s business judgment concerning the assumption of an executory contract. *See In re Decora Indus., Inc.*, No. 00-4459 (JJF), 2002 WL 32332749, at *8; *Official Comm. For Unsecured Creditors v. Aust (In re Network Access Solutions, Corp.)*, 330 B.R. 67, 75 (Bankr. D. Del. 2005) (“The standard for approving the assumption of an executory contract is the business judgment rule”); *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006) (“The propriety of a decision to reject an executory contract is governed by the business judgment standard”).

86. To determine if the business judgment standard is met, the court is “required to examine whether a reasonable business person would make a similar decision under similar circumstances.” *In re AbitibiBowater Inc.*, 418 B.R. 815, 831 (Bankr. D. Del. 2009). “This is not a difficult standard to satisfy and requires only a showing that rejection will benefit the estate.” *Id.* (citations omitted). Specifically, a court should find that the assumption or rejection

is elected on “an informed basis, in good faith, and with the honest belief that the assumption . . . [is] in the best interests of [the debtor] and the estate.” *In re Network Access Solutions Corp.*, 330 B.R. 67, 75 (Bankr. D. Del. 2005). Under this standard, a court should approve a debtor’s business decision unless that decision is the product of bad faith or a gross abuse of discretion. *See In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003).

87. In the present case, the Debtors’ assumption and assignment of the Assigned Contracts, which includes the CBAs, to the Successful Bidder(s) will meet the business judgment standard and satisfy the requirements of section 365 of the Bankruptcy Code. The assumption and assignment will likely be necessary for the Successful Bidder(s) to conduct business going forward, and since it is anticipated that no Successful Bidder(s) would take the Assets without certain executory contracts and unexpired leases, the assumption and assignment of such agreements is essential to securing the highest and best offer(s) for the Assets.

88. Consequently, the Debtors submit that the Assignment Procedures are fair and reasonable, and respectfully request the Court to approve such procedures and authorize the Debtors to assume and assign the Contracts in the manner provided for herein.

B. Adequate Assurance of Future Performance Will Be Demonstrated With Respect to the Contracts.

89. A debtor in possession may assign an executory contract or an unexpired lease of the debtor if it assumes the agreement in accordance with section 365(a) of the Bankruptcy Code and provides adequate assurance of future performance by the assignee, whether or not there has been a default under the agreement. *See* 11 U.S.C. § 365(c)(2).

90. The meaning of “adequate assurance of future performance” depends on the facts and circumstances of each case, but should be given “practical, pragmatic construction.” *EBG Midtown South Corp. v. McLaren/Hart Env’tl. Eng’g Corp. (In re Sanshoe Worldwide Corp.)*,

139 B.R. 585, 592 (S.D.N.Y. 1992) (citations omitted), *aff'd*, 993 F.2d 300 (2d Cir. 1993); *In re Prime Motor Inns Inc.*, 166 B.R. 993, 997 (Bankr. S.D. Fla. 1994); *In re Rachels Indus. Inc.*, 109 B.R. 797, 803 (Bankr. W.D. Tenn. 1990); *Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988).

91. Significantly, among other things, adequate assurance of future performance may be provided by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *See, e.g., In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (stating that adequate assurance of future performance is present when the prospective assignee of a lease from the debtor has financial resources and has expressed willingness to devote sufficient funding to the business in order to give it a strong likelihood of succeeding).

92. Pursuant to the Bidding Procedures, the Potential Bidders are required to provide to the Debtors such financial and other information providing adequate assurance of future performance under any executory contracts and unexpired leases to be assumed pursuant to section 365 of the Bankruptcy Code in connection with the Sales, in a form requested by the Debtors, in consultation with the Consultation Parties, to allow the Debtors to disseminate such information on any Non-Debtor Counterparty. Moreover, under the Assignment Procedures, Non-Debtor Counterparties will have the opportunity to object to adequate assurance of future performance by the Successful Bidder.

93. Accordingly, the Debtors submit that the assumption and assignment of the Assigned Contracts as set forth herein should be approved pursuant to section 365 of the Bankruptcy Code.

REQUEST FOR WAIVER OF BANKRUPTCY RULES 6004(h) AND 6006(d)

94. Bankruptcy Rule 6004(h) provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). Similarly, Bankruptcy Rule 6006(d) provides that “[a]n order authorizing the [debtor] to assign an executory contract or unexpired . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6006(d).

95. The Debtors submit that cause exists to justify a waiver of the fourteen (14) day stays under Bankruptcy Rules 6004(h) and 6006(d), as promptly closing the Sales is of critical importance. The Debtors therefore request that the Sale Order be effective immediately by providing that the fourteen (14) day stays under Bankruptcy Rules 6004(h) and 6006(d) be waived.

RESERVATION OF RIGHTS

96. Nothing contained herein is intended, or should be construed, as an admission of the validity of any claim against the Debtors or a waiver of the Debtors’ rights to dispute any claim. Nothing contained herein is intended, or should be construed, as an approval, assumption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

NOTICE

97. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) proposed counsel for any official committee appointed in the Chapter 11 Cases; (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys

general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the jurisdictions to which the Debtors are subject; (k) all environmental authorities having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors' business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors' executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the NewCo Stalking Horse APA) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; and (x) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service.

WHEREFORE, the Debtors respectfully request that the Court enter the Bidding Procedures Order and the Sale Orders, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

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Dated: June 11, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Joseph M. Mulvihill

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

BIDDING PROCEDURES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (____)

(Joint Administration Requested)

Ref. Docket No. ____

ORDER (I) APPROVING BIDDING PROCEDURES IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) DESIGNATING STALKING HORSE BIDDERS AND STALKING HORSE BIDDER PROTECTIONS, (III) SCHEDULING AUCTION FOR AND A HEARING TO APPROVE THE SALE OF ASSETS, (IV) APPROVING NOTICE OF RESPECTIVE DATE, TIME AND PLACE FOR AUCTION AND FOR A HEARING ON APPROVAL OF THE SALE, (V) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (VI) APPROVING FORM AND MANNER OF NOTICE THEREOF, AND (VII) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of*

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief (the “Motion”)² for entry of an order authorizing or approving, among other things, (a) the bidding procedures (in the form attached hereto as Exhibit 1, the “Bidding Procedures”) in connection with the sales or dispositions (each, a “Sale” and collectively, the “Sales”) of substantially all of the Debtors’ Assets (the “Assets”), (b) the designation of the Stalking Horse Bidders and the bid protections provided to the Stalking Horse Bidders under the terms of the respective Stalking Horse APAs, (c) authorizing and approving the terms of and the Debtors’ entry into the Stalking Horse APAs (attached hereto as Exhibits 2 through 4, respectively), (d) the notice of the Auction for the Sales and a hearing thereon (in the form attached hereto as Exhibit 5, the “Notice of Auction and Sale Hearing”), (e) the procedures (the “Assignment Procedures”), as set forth below, for the assumption and assignment of certain of the Debtors’ executory contracts or unexpired leases (the “Contracts”), and (f) the notice of the potential assumption and assignment of the Contracts (in the form attached hereto as Exhibit 6, the “Potential Assumption and Assignment Notice”); and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion or, if not defined in the Motion, in the Bidding Procedures.

adequate and no other or further notice need be given except as set forth herein with respect to the Auction, the Sale Hearing and the potential assumption and assignment of the Contracts; and a reasonable opportunity to object to or be heard regarding the relief provided herein has been afforded to parties-in-interest pursuant to Bankruptcy Rule 6004(a); and the Court having considered the First Day Declaration and Sale Declaration; and upon the record of the hearing and all of the proceedings had before the Court; and the Court having found that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and the Court having found that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, 507, and 1113 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, 9006-1, and 9013-1(m).

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Sale Process. The Debtors and their advisors, including Houlihan Lokey engaged in a robust and extensive prepetition sale process prior to the execution of the Stalking Horse APAs to solicit and develop the highest and otherwise best offers for the respective Assets.

D. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the Bidding Procedures attached hereto as Exhibit 1. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value of the proceeds of the sale of the Assets. The Bidding Procedures were negotiated in good faith and at arm's-length and are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in the Assets. The process for selecting the NewCo Stalking Horse Bidder, Avalon Stalking Horse Bidder, and ABC Stalking Horse Bidder, respectively, was fair and appropriate under the circumstances and in the best interests of the Debtors' estates. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

E. Designation of the NewCo Stalking Horse Bid. The NewCo Stalking Horse Bid as reflected in the NewCo Stalking Horse APA represents the highest and otherwise best offer the Debtors have received to date to purchase the NewCo Assets, as defined in the Motion and as more fully described in the NewCo Stalking Horse APA. The NewCo Stalking Horse APA provides the Debtors with the opportunity to sell the NewCo Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process subject to the provisions of section H, below. Without the NewCo Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the NewCo Assets. As such, the contributions of the NewCo Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The NewCo Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors'

restructuring process and secure a fair and adequate baseline bid for the NewCo Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

F. Designation of the NewCo Stalking Horse Bidder. The NewCo Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the NewCo Stalking Horse APA and the NewCo Stalking Horse Bid shall be subject to higher and otherwise better offers in accordance with the NewCo Stalking Horse APA and the Bidding Procedures. Pursuit of the NewCo Stalking Horse Bidder as a "stalking horse bidder" and the NewCo Stalking Horse APA as a "stalking horse purchase agreement" is in the best interests of the Debtors and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

G. The NewCo Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the NewCo Stalking Horse Bidder and the Debtors. The NewCo Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the NewCo Stalking Horse Bidder's negotiation of the Bidding Procedures and entry into the NewCo Stalking Horse APA.

H. NewCo Bid Protections. The Debtors have articulated compelling and sufficient business reasons for the Court to approve the Debtors' provision of the NewCo Bid Protections. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee (i) have been negotiated by the NewCo Stalking Horse Bidder and the Debtors and their respective advisors at arm's length and in good faith and the NewCo Stalking Horse APA (including the NewCo Bid Protections) is the culmination of a process undertaken by the Debtors and their

professionals to negotiate a transaction with a bidder that was prepared to pay the highest and otherwise best purchase price to date for the NewCo Assets; (ii) are fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale, the substantial efforts that have been and will be expended by the NewCo Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher and better offers, and the substantial benefits that the NewCo Stalking Horse Bidder has provided to the Debtors, their estates, their creditors and parties in interest herein, including, among other things, by increasing the likelihood that the best possible purchase price for the NewCo Assets will be received; and (iii) provide protections that were material inducements for, and express conditions of, the NewCo Stalking Horse Bidder's willingness to enter into the Stalking Horse APA, and is necessary to ensure that the NewCo Stalking Horse Bidder will continue to pursue the NewCo Stalking Horse APA and the transactions contemplated thereby. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee, to the extent payable under the NewCo Stalking Horse APA, (a) provides a substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (b)(x) are an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (c) are commensurate to the real and material benefits conferred upon the Debtors' estates by the NewCo Stalking Horse Bidder, and (d) are fair, reasonable, and appropriate, including in light of the size and nature of the transactions and the efforts that have been and will be expended by the NewCo Stalking Horse Bidder. Unless it is assured that the NewCo Bid Protections will be available, the NewCo Stalking Horse Bidder is unwilling to remain obligated to consummate the

NewCo Stalking Horse APA or otherwise be bound under the NewCo Stalking Horse APA, including, without limitation, the obligations to maintain its committed offer while such offer is subject to higher and otherwise better offers as contemplated by the Bidding Procedures. The NewCo Bid Protections are a material inducement for, and condition of, the NewCo Stalking Horse Bidder's execution of the NewCo Stalking Horse APA.

I. Designation of the Avalon Stalking Horse Bid. The Avalon Stalking Horse Bid as reflected in the Avalon Stalking Horse APA represents the highest and otherwise best offer the Debtors have received to date to purchase the Avalon Assets, as defined in the Motion and as more fully described in the Avalon Stalking Horse APA. The Avalon Stalking Horse APA provides the Debtors with the opportunity to sell the Avalon Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process subject to the provisions of section L, below. Without the Avalon Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the Avalon Assets. As such, the contributions of the Avalon Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The Avalon Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors' restructuring process and secure a fair and adequate baseline bid for the Avalon Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

J. Designation of the Avalon Stalking Horse Bidder. The Avalon Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the Avalon Stalking Horse APA and the Avalon Stalking Horse Bid shall be subject to higher and otherwise better offers in accordance with the Avalon Stalking Horse APA and the Bidding Procedures. Pursuit of the Avalon

Stalking Horse Bidder as a “stalking horse bidder” and the Avalon Stalking Horse APA as a “stalking horse purchase agreement” is in the best interests of the Debtors and the Debtors’ estates and their creditors, and it reflects a sound exercise of the Debtors’ business judgment.

K. The Avalon Stalking Horse Bidder is not an “insider” or “affiliate” of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the Avalon Stalking Horse Bidder and the Debtors. The Avalon Stalking Horse Bidder and its counsel and advisors have acted in “good faith” within the meaning of section 363(m) of the Bankruptcy Code in connection with the Avalon Stalking Horse Bidder’s negotiation of the Avalon Bid Protections and the Bidding Procedures and entry into the Avalon Stalking Horse APA.

L. Avalon Bid Protections. The Debtors have articulated compelling and sufficient business reasons for the Court to approve the Debtors’ provision of the Avalon Bid Protections. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee (i) have been negotiated by the Avalon Stalking Horse Bidder and the Debtors and their respective advisors at arm’s length and in good faith and the Avalon Stalking Horse APA (including the Avalon Bid Protections) is the culmination of a process undertaken by the Debtors and their professionals to negotiate a transaction with bidders that are prepared to pay the highest and otherwise best purchase price to date for the Avalon Assets; (ii) are fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale, the substantial efforts that have been and will be expended by the Avalon Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher and better offers, and the substantial benefits that the Avalon Stalking Horse Bidder has provided to the Debtors, their estates, their creditors and parties in interest herein, including, among other things, by increasing the

likelihood that the best possible purchase price for the Avalon Assets will be received; and (iii) provide protections that were material inducements for, and express conditions of, the Avalon Stalking Horse Bidder's willingness to enter into the Stalking Horse APA, and is necessary to ensure that the Avalon Stalking Horse Bidder will continue to pursue the Avalon Stalking Horse APA and the transactions contemplated thereby. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee, to the extent payable under the Avalon Stalking Horse APA, (a) provides a substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (b)(x) are an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (c) are commensurate to the real and material benefits conferred upon the Debtors' estates by the Avalon Stalking Horse Bidder, and (d) are fair, reasonable, and appropriate, including in light of the size and nature of the transactions and the efforts that have been and will be expended by the Avalon Stalking Horse Bidder. Unless it is assured that the Avalon Bid Protections will be available, the Avalon Stalking Horse Bidder is unwilling to remain obligated to consummate the Avalon Stalking Horse APA or otherwise be bound under the Avalon Stalking Horse APA, including, without limitation, the obligations to maintain their committed offers while such offers are subject to higher and otherwise better offers as contemplated by the Bidding Procedures. The Avalon Bid Protections are a material inducement for, and condition of, the Avalon Stalking Horse Bidder's execution of the Avalon Stalking Horse APA.

M. Designation of the ABC Stalking Horse Bid. The ABC Stalking Horse Bid as reflected in the ABC Stalking Horse APA represents the highest and otherwise best offer the

Debtors have received to date to purchase the ABC Assets, as defined in the Motion and as more fully described in the ABC Stalking Horse APA. The ABC Stalking Horse APA provides the Debtors with the opportunity to sell the ABC Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process subject to the provisions of section P, below. Without the ABC Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the ABC Assets. As such, the contributions of the ABC Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The ABC Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors' restructuring process and secure a fair and adequate baseline bid for the ABC Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

N. Designation of the ABC Stalking Horse Bidder. The ABC Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the ABC Stalking Horse APA and the ABC Stalking Horse Bid shall be subject to higher and otherwise better offers in accordance with the ABC Stalking Horse APA and the Bidding Procedures. Pursuit of the ABC Stalking Horse Bidder as a "stalking horse bidder" and the ABC Stalking Horse APA as a "stalking horse purchase agreement" is in the best interests of the Debtors and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

O. The ABC Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the ABC Stalking Horse Bidder and the Debtors. The ABC Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in

connection with the ABC Stalking Horse Bidder's negotiation of the ABC Bid Protections and the Bidding Procedures and entry into the ABC Stalking Horse APA.

P. ABC Bid Protections. The Debtors have articulated compelling and sufficient business reasons for the Court to approve the Debtors' provision of the ABC Bid Protections. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee (i) have been negotiated by the ABC Stalking Horse Bidder and the Debtors and their respective advisors at arm's length and in good faith and the ABC Stalking Horse APA (including the ABC Bid Protections) is the culmination of a process undertaken by the Debtors and their professionals to negotiate a transaction with a bidder that was prepared to pay the highest or otherwise best purchase price to date for the ABC Assets; (ii) are fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale, the substantial efforts that have been and will be expended by the ABC Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher and better offers, and the substantial benefits that the ABC Stalking Horse Bidder has provided to the Debtors, their estates, their creditors and parties in interest herein, including, among other things, by increasing the likelihood that the best possible purchase price for the ABC Assets will be received; and (iii) provide protections that were material inducements for, and express conditions of, the ABC Stalking Horse Bidder's willingness to enter into the Stalking Horse APA, and is necessary to ensure that the ABC Stalking Horse Bidder will continue to pursue the ABC Stalking Horse APA and the transactions contemplated thereby. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee, to the extent payable under the ABC Stalking Horse APA, (a) provides a substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (b)(x) are an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code

and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (c) are commensurate to the real and material benefits conferred upon the Debtors' estates by the ABC Stalking Horse Bidder, and (d) are fair, reasonable, and appropriate, including in light of the size and nature of the transactions and the efforts that have been and will be expended by the ABC Stalking Horse Bidder. Unless it is assured that the ABC Bid Protections will be available, the ABC Stalking Horse Bidder is unwilling to remain obligated to consummate the ABC Stalking Horse APA or otherwise be bound under the ABC Stalking Horse APA, including, without limitation, the obligations to maintain its committed offer while such offer is subject to higher and otherwise better offers as contemplated by the Bidding Procedures. The ABC Bid Protections are a material inducement for, and condition of, the ABC Stalking Horse Bidder's execution of the ABC Stalking Horse APA.

Q. Notice of Auction and Sale Hearing. The Notice of Auction and Sale Hearing, the form of which is attached as Exhibit 5, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing, the Bidding Procedures, the Sale, and all relevant and important dates and objection deadlines with respect to the foregoing, and no other or further notice of the Motion, the Sale or the Auction shall be required.

R. Assumption and Assignment Provisions. The Debtors have articulated good and sufficient business reasons for the Court to approve the Assumption and Assignment Procedures and the Potential Assumption and Assignment Notice attached hereto as Exhibit 6, which are fair, reasonable, and appropriate. The Assumption and Assignment Procedures

comply with the provisions of sections 365 and 1113 of the Bankruptcy Code and Bankruptcy Rule 6006.

S. Potential Assumption and Assignment Notice. The Potential Assumption and Assignment Notice, the form of which is attached hereto as Exhibit 6, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures, as well as any and all objection deadlines related thereto, and no other or further notice shall be required for the Motion and the procedures described therein, except as expressly required herein.

T. Notice. Notice of the Motion, the proposed Bidding Procedures, the proposed designation of the Stalking Horse Bidders, and the Bidding Procedures Hearing was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of the Debtors' Chapter 11 Cases, such that no other or further notice need be provided except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. All objections to the relief granted in this Bidding Procedures Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

The Bidding Procedures

3. The Bidding Procedures attached hereto as Exhibit 1 are hereby approved, are incorporated herein by reference, and shall govern the bids and proceedings related to the Sale of

the Assets and the Auction. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a “Qualified Bid,” are fair, reasonable and appropriate, and are designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interests. The Debtors are authorized to take all actions reasonable and necessary or appropriate to implement the Bidding Procedures.

4. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Bidding Procedures Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court’s intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Bidding Procedures Order.

5. Subject to this Bidding Procedures Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right to (a) determine, in consultation with the Consultation Parties, which bidders qualify as Qualified Bidders and which bids qualify as Qualified Bids, (b) select the Starting Bid; (c) determine the amount of each Incremental Overbid; (d) determine the Leading Bid; (e) determine, in consultation with the Consultation Parties, which Qualified Bid is the highest and otherwise best bid (each such Bid, a “Successful Bid”) and which Qualified Bid is the Next-Highest Bid after the Successful Bid; (f) reject any bid, in consultation with the Consultation Parties, that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of this Bidding Procedures Order or any other applicable order of the Court, the Bidding Procedures, the Bankruptcy Code or other applicable law, and/or (iii) contrary to the best interests of the Debtors and their estates; (g) adjourn, postpone, close, re-open following closure, or cancel the Auction at or prior to the Auction in accordance with the

Bidding Procedures; and (h) adjourn or reschedule the Sale Hearing in accordance with the Bidding Procedures.

6. The Debtors are authorized to conduct the Bidding Process (as defined in the Bidding Procedures) in accordance with the Bidding Procedures and the terms hereof, and without the necessity of complying with any state or local bulk transfer laws or requirements applicable to the Debtors.

7. The Stalking Horse Bidders are Qualified Bidders and the bids reflected in the Stalking Horse Bids (including as they may be increased at the Auction (if any)) are Qualified Bids, as set forth in the Bidding Procedures. The Prepetition ABL Administrative Agent, Prepetition ABL Lenders, DIP Agent and DIP Lenders are also Qualified Bidders.

8. Without prejudice to the rights of the Stalking Horse Bidders under the applicable Stalking Horse APA, and subject to this Bidding Procedures Order and the Bidding Procedures, the Debtors shall have the right to, in their reasonable business judgment, and in a manner consistent with their fiduciary duties and applicable law, subject to the consent of the Prepetition ABL Administrative Agent and DIP Agent, modify the Bidding Procedures, including to, among other things, (a) extend or waive deadlines or other terms and conditions set forth therein, (b) adopt new rules and procedures for conducting the bidding and Auction process, (c) if applicable, provide reasonable accommodations to a Stalking Horse Bidder, or (d) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets. Notwithstanding the foregoing, the Debtors may not modify the Break-Up Fees or Purchaser Reimbursement Amounts of the Stalking Horse Bidders, and may not modify any rules, procedures, or deadlines (or adopt any new rules, procedures, or deadlines) that would impair in any material respect each of the Stalking Horse Bidders' right to payment of its

respective Break-Up Fee or the Purchaser Reimbursement Amount or its right to receive a credit for the aggregate amount of its respective Break-Up Fee and/or Purchaser Reimbursement Amount, in the event any Stalking Horse Bidder submits an Overbid at any Auction, when bidding during such Auction.

9. All Potential Bidders, Qualified Bidders, and Stalking Horse Bidders are deemed to waive any right to seek a claim for substantial contribution pursuant to section 503 of the Bankruptcy Code based on such bidder's submission of a bid in accordance with the Bidding Procedures or the payment of any broker fees or costs.

NewCo Stalking Horse Bid and NewCo Bid Protections

10. The NewCo Stalking Horse Bidder is approved as the Stalking Horse Bidder for the NewCo Assets pursuant to the terms of the NewCo Stalking Horse APA.

11. The Debtors' entry into the NewCo Stalking Horse APA is authorized and approved, and the NewCo Stalking Horse Bid shall be subject to higher and better Qualified Bids, in accordance with the terms and procedures of the NewCo Stalking Horse APA and the Bidding Procedures.

12. The Debtors are authorized to perform any obligations under the NewCo Stalking Horse APA that are intended to be performed prior to the entry of the order approving the Sale of the NewCo Assets.

13. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee are approved in their entirety. The NewCo Bid Protections shall be payable in accordance with, and subject to the terms of, the NewCo Stalking Horse APA. The automatic stay provided by section 362 of the Bankruptcy Code shall be automatically lifted and/or vacated to permit any NewCo Stalking Horse Bidder action expressly permitted or provided in the NewCo Stalking Horse APA, without further action or order of the Court.

14. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee (each to the extent payable under the NewCo Stalking Horse APA) shall constitute an allowed superpriority administrative expense claim pursuant to sections 105(a), 503(b)(1)(A), and 507(a)(2) of the Bankruptcy Code in the Debtors' cases, which in each case, shall be senior to and have priority over all other administrative expense claims of the kind specified in section 503(b) of the Bankruptcy Code. Debtors are hereby authorized and directed to pay the NewCo Bid Protections, if and when due, in accordance with the terms of the NewCo Stalking Horse APA and this Bidding Procedures Order without further order of the Court. The Debtors' obligation to pay the NewCo Bid Protections, if applicable, shall survive termination of the NewCo Stalking Horse APA, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation. For the avoidance of doubt, in the event an Alternative Transaction (as defined in the NewCo Stalking Horse APA) is consummated with respect to all or any portion of the NewCo Assets, then the NewCo Bid Protections will be payable to the NewCo Stalking Horse Bidder.

Avalon Stalking Horse Bid and Avalon Bid Protections

15. The Avalon Stalking Horse Bidder is approved as the Stalking Horse Bidder for the Avalon Assets pursuant to the terms of the Avalon Stalking Horse APA.

16. The Debtors entry into the Avalon Stalking Horse APA is authorized and approved, and the Avalon Stalking Horse Bid shall be subject to higher and better Qualified Bids, in accordance with the terms and procedures of the Avalon Stalking Horse APA and the Bidding Procedures.

17. The Debtors are authorized to perform any obligations under the Avalon Stalking Horse APA that are intended to be performed prior to the entry of the order approving the Sale of the Avalon Assets.

18. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee are approved in their entirety. The Avalon Bid Protections shall be payable in accordance with, and subject to the terms of, the Avalon Stalking Horse APA. The automatic stay provided by section 362 of the Bankruptcy Code shall be automatically lifted and/or vacated to permit any Avalon Stalking Horse Bidder action expressly permitted or provided in the Avalon Stalking Horse APA, without further action or order of the Court.

19. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee (each to the extent payable under the Avalon Stalking Horse APA) shall constitute an allowed superpriority administrative expense claim pursuant to sections 105(a), 503(b)(1)(A), and 507(a)(2) of the Bankruptcy Code in the Debtors' cases, which in each case, shall be senior to and have priority over all other administrative expense claims of the kind specified in section 503(b) of the Bankruptcy Code. Debtors are hereby authorized and directed to pay the Avalon Bid Protections, if and when due, in accordance with the terms of the Avalon Stalking Horse APA and this Bidding Procedures Order without further order of the Court. The Debtors' obligation to pay the Avalon Bid Protections, if applicable, shall survive termination of the Avalon Stalking Horse APA, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation. For the avoidance of doubt, in the event an Alternative Transaction (as defined in the Avalon Stalking Horse APA) is consummated with respect to all or any portion of the Avalon Assets, then the Avalon Bid Protections will be payable to the Avalon Stalking Horse Bidder.

ABC Stalking Horse Bid and ABC Bid Protections

20. The ABC Stalking Horse Bidder is approved as the Stalking Horse Bidder for the ABC Assets pursuant to the terms of the ABC Stalking Horse APA.

21. The Debtors entry into the ABC Stalking Horse APA is authorized and approved, and the ABC Stalking Horse Bid shall be subject to higher and better Qualified Bids, in accordance with the terms and procedures of the ABC Stalking Horse APA and the Bidding Procedures.

22. The Debtors are authorized to perform any obligations under the ABC Stalking Horse APA that are intended to be performed prior to the entry of the order approving the Sale of the ABC Assets.

23. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee are approved in their entirety. The ABC Bid Protections shall be payable in accordance with, and subject to the terms of, the ABC Stalking Horse APA. The automatic stay provided by section 362 of the Bankruptcy Code shall be automatically lifted and/or vacated to permit any ABC Stalking Horse Bidder action expressly permitted or provided in the ABC Stalking Horse APA, without further action or order of the Court.

24. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee (each to the extent payable under the ABC Stalking Horse APA) shall constitute an allowed superpriority administrative expense claim pursuant to sections 105(a), 503(b)(1)(A), and 507(a)(2) of the Bankruptcy Code in the Debtors' cases, which in each case, shall be senior to and have priority over all other administrative expense claims of the kind specified in section 503(b) of the Bankruptcy Code. Debtors are hereby authorized and directed to pay the ABC Bid Protections, if and when due, in accordance with the terms of the ABC Stalking Horse APA and this Bidding Procedures Order without further order of the Court. The Debtors' obligation to pay the ABC Bid Protections, if applicable, shall survive termination of the ABC Stalking Horse APA, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of

reorganization or liquidation. For the avoidance of doubt, in the event an Alternative Transaction (as defined in the ABC Stalking Horse APA) is consummated with respect to all or any portion of the ABC Assets, then the ABC Bid Protections will be payable to the ABC Stalking Horse Bidder.

Auction, Sale Hearing, and Objection Procedures

25. **Bid Deadline.** As further described in the Bidding Procedures, (i) the deadline for submitting bids for the Assets (the “Bid Deadline”) is **August 1, 2024 at 5:00 p.m. prevailing Eastern Time**. Except as otherwise set forth in the Bidding Procedures or this Bidding Procedures Order, no bid shall be deemed to be a Qualified Bid unless such bid meets the requirements set forth in the Bidding Procedures.

26. **Auction.** The Debtors may sell the Assets by conducting an Auction in accordance with the Bidding Procedures. If the Debtors receive more than one Qualified Bid (other than any Stalking Horse Bid) for certain of the Assets, the Debtors will conduct an auction for the relevant Assets in accordance with the Bidding Procedures, which shall take place on **August 6, 2024 at 10:00 a.m. (prevailing Eastern Time)**, at the offices of proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, or such later time or such other place as the Debtors shall designate and notify to all Qualified Bidders who have submitted Qualified Bids.

27. If the Debtors only receive one Qualified Bid, including any Stalking Horse Bid, for the Assets that are the subject of the Auction, then (a) the Debtors shall not hold an Auction with respect to the relevant Assets; (b) the sole Qualified Bid will be deemed the Successful Bid (as defined below) with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder (as defined below) with respect to the relevant Assets.

28. Each Qualified Bidder participating in the Auction will be required to confirm, in writing and on the record at the Auction, that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets; (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith and *bona fide* offer to purchase the Assets identified in such bids; and (iii) it agrees to serve as a backup bidder if the potential Bidder's Qualified Bid is the next highest and best bid after the Successful Bid with respect to the relevant Assets.

29. Sale Hearing. The Sale Hearing shall be held before the Court on **August 12, 2024 at 10:00 a.m. (prevailing Eastern Time)** before the Honorable Judge [____], United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at 824 North Market Street, [__] Floor, Courtroom No. [__], Wilmington, Delaware 19801. At the Sale Hearing, the Debtors will seek the entry of the Sale Order(s) approving and authorizing the Sale(s) to the Successful Bidder(s). The Sale Hearing (or any portion thereof) may be adjourned by the Court or the Debtors from time to time without further notice other than by announcement in open court, on the Court's calendar or through the filing of a notice or other document on the Court's docket.

30. Sale Objection Deadline. The deadline to object to the relief requested in the Motion, including entry of any proposed Sale Order (a "Sale Objection") is **August 1, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"). A Sale Objection must be filed with the Court and served in the manner set forth below so *actually received* no later than the Sale Objection Deadline.

31. Post-Auction Objection Deadline. The deadline to object only to (i) the conduct at an Auction (if held) or (ii) solely with respect to the Non-Debtor Counterparties to the Contracts, to the specific identity of and adequate assurance of future performance provided by the Successful Bidder(s) in the event a Stalking Horse Bidder is not the Successful Bidder with respect to the applicable Assumed Contract or Assumed Lease (a “Post-Auction Objection”) is **August 7, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Post-Auction Objection Deadline”). A Post-Auction Objection must be filed with the Court and served in the manner set forth below *so actually received* no later than the Post-Auction Objection Deadline.

32. Any party that seeks to object to the relief requested in the Motion pertaining to approval of the Sale shall file a formal written objection that complies with the objection procedures as set forth herein and in the Motion, as applicable.

33. Objections, if any, must be: (i) in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; (v) be filed with the Court and (vi) served on the following parties (the “Notice Parties”): (a) proposed counsel to the Debtors, (i) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Sean M. Beach, Esq. (sbeach@ycst.com), Joseph M. Mulvihill, Esq. (jmulvihill@ycst.com), Rebecca L. Lamb (rlamb@ycst.com), and Benjamin C. Carver, Esq. (bcarver@ycst.com)), and (ii) Alston & Bird LLP, 90 Park Avenue, New York, New York 10066 (Attn: J. Eric Wise, Esq. (eric.wise@alston.com), Matthew K. Kelsey, Esq. (matthew.kelsey@alston.com), and William Hao, Esq. (william.hao@alston.com)); (b) counsel to the official committee of unsecured creditors, if one is appointed; (c) counsel to Wells Fargo Bank, National Association in its

capacity as DIP Agent and Prepetition ABL Administrative Agent, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak, Esq. (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes, Esq. (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim, Esq. (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware, (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)); (d) counsel to the NewCo Stalking Horse Bidder, McGuireWoods LLP, Tower Two-Sixty, 260 Forbes Avenue, Suite 1800, Pittsburgh, PA 15222 (Attn: Mark Freedlander, Esq. (mfreedlander@mcguirewoods.com) and Frank Guadagnino, Esq. (fguadagnino@mcguirewoods.com)); (e) counsel to the Avalon Stalking Horse Bidder, Thompson Coburn LLP, 10100 Santa Monica Boulevard, Suite 500 (Attn: Barry Weisz (bweisz@thompsoncoburn.com), and Mark T. Power (mpower@thompsoncoburn.com)); (f) counsel to the ABC Stalking Horse Bidder, JD Thompson Law, Post Office Box 33127, Charlotte, NC 28233 (Attn: Judy Thompson (jdt@jdthompsonlaw.com)); and (g) Richard Schepacarter, Esq., Office of the United States Trustee, 844 N. King Street, Lockbox 35, Wilmington DE, 19801 (Richard.Schepacarter@usdoj.gov).

34. Any party who fails to file and serve a timely Sale Objection or Post-Auction Objection in accordance with the terms of this Bidding Procedures Order shall be forever barred from asserting, at the Sale Hearing or thereafter, any Sale Objection or Post-Auction Objection to the relief requested in the Motion, or to the consummation or performance of any Sale, including the transfer of assets to the applicable Successful Bidder free and clear of liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to “consent” to such sale for purposes of section 363(f) of the Bankruptcy Code.

Notice Procedures

35. Service of the Notice of Auction and Sale Hearing are sufficient to provide effective notice to all interested parties of, *inter alia*, the Bidding Procedures, the Auction, the Sale Hearing, the Sales, and the Assignment Procedures in accordance with Bankruptcy Rules 2002 and 6004, as applicable, and are approved.

36. On or before two (2) business days after entry of this Bidding Procedures Order, the Debtors will cause the Notice of Auction and Sale Hearing to be sent by first-class mail postage prepaid, to the following: (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) proposed counsel for any official committee appointed in the chapter 11 cases; (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the jurisdictions to which the Debtors are subject; (k) all environmental authorities having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors' business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors' executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation;

(s) the Surface Transportation Board and all other Governmental Authorities (as defined in the NewCo Stalking Horse APA) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; (x) all of the Debtors' other known creditors and equity security holders; and (y) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service.

37. In addition to the foregoing, on or before five (5) business days after entry of this Bidding Procedures Order, the Debtors shall post the Notice of Auction and Sale Hearing and this Bidding Procedures Order on the website of the Debtors' claims and noticing agent, Kroll Restructuring Administration LLC (<https://cases.ra.kroll.com/CoachUSA>).

38. As soon as reasonably practicable following conclusion of the Auction (or for the Bid Deadline, if only one Qualified Bid for the relevant Assets, including any Stalking Horse Bid, is received), the Debtors shall file a notice on the Court's docket identifying the Successful Bidder(s) for such Assets and any applicable Next-Highest Bidder(s).

39. The Potential Assumption and Assignment Notice, and the other Assignment Procedures set forth herein, are sufficient to provide effective notice pursuant to Bankruptcy Rules 2002(a)(2), 6004(a) and 6006(c) to the Non-Debtor Counterparties to the Contracts of the Debtors' intent to potentially assume and assign some or all of the Contracts and are approved.

Assignment Procedures

40. The following Assignment Procedures shall govern the assumption and assignment of the Contracts in connection with the Sale, and any objections related thereto:

- a. On July 15, 2024, the Debtors shall file with the Court and serve on each non-debtor counterparty (each a "Non-Debtor Counterparty") to each of

the Debtors' executory contracts and unexpired leases (each a "Contract") the Potential Assumption and Assignment Notice. In the event that the Debtors identify any Non-Debtor Counterparties which were not served with the Potential Assumption and Assignment Notice, the Debtors may subsequently serve such Non-Debtor Counterparty with a Potential Assumption and Assignment Notice, and the following procedures will nevertheless apply to such Non-Debtor Counterparty; provided, however, that the Cure Cost/Assignment Objection Deadline (defined below) with respect to such Non-Debtor Counterparty shall be 4:00 p.m. (prevailing Eastern Time) on the date that is the later of August 1, 2024 or fourteen (14) days following service of the Potential Assumption and Assignment Notice.

- b. The Potential Assumption and Assignment Notice served on each Non-Debtor Counterparty shall (i) identify each Contract; (ii) list the proposed calculation of the cure amounts that the Debtors believe must be paid under section 365(b)(1) of the Bankruptcy Code to cure all defaults outstanding under the Contract as of such date (the "Cure Costs"); (iii) include a statement that assumption and assignment of such Contract is not required or guaranteed; and (iv) inform such Non-Debtor Counterparty of the requirement to file any Cure Cost/Assignment Objections (defined below) by the Cure Cost/Assignment Objection Deadline (defined below). Service of a Potential Assumption and Assignment Notice does not constitute an admission that a particular Contract is an executory contract or unexpired lease of property, or confirm that the Debtors are required to assume and/or assign such Contract.
- c. Objections (a "Cure Cost/Assignment Objection"), if any, to (i) the scheduled Cure Costs, and/or (ii) the potential assumption, assignment and/or transfer of such Contract (including the transfer of any related rights or benefits thereunder and to the identity and adequate assurance of future performance provided by the Stalking Horse Bidder), must (x) be in writing; (y) state with specificity the nature of such objection, including the amount of Cure Costs in dispute and (z) be filed with the Court and properly served on the Notice Parties (as defined in this Bidding Procedures Order) so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on August 1, 2024 (the "Cure Cost/Assignment Objection Deadline"), subject to the proviso in subparagraph (a) above.
- d. A Post-Auction Objection of any Non-Debtor Counterparty related solely to the specific identity of and adequate assurance of future performance provided by the Successful Bidder(s) in the event the Stalking Horse Bidder is not the Successful Bidder with respect to the applicable Assumed Contract or Assumed Lease must (x) be in writing; (y) state with specificity the nature of such objection, and (z) be filed with the Court and properly served on the Notice Parties so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on August 7, 2024 (the "Post-Auction

Objection Deadline”), subject to the proviso in subparagraph (a) above.

- e. Any Non-Debtor Counterparty to a Contract who fails to timely file and properly serve a Cure Cost/Assignment Objection or Post-Auction Objection as provided herein will (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Contract in the event it is assumed and/or assigned by the Debtors and the Debtors shall be entitled to rely solely upon the Cure Costs, and (ii) be deemed to have consented to the assumption, assignment and/or transfer of such Contract (including the transfer of any related rights and benefits thereunder) to the relevant Successful Bidder(s) and shall be forever barred and estopped from asserting or claiming against the Debtors or such Successful Bidder that any additional amounts are due or defaults exist, or conditions to assumption, assignment, and/or transfer must be satisfied under such Contract, or that any related right or benefit under such Contract cannot or will not be available to the relevant Successful Bidder. If a Cure Cost/Assignment Objection is timely filed and properly served, the Resolution Procedures (as defined below) will apply.
- f. If a Non-Debtor Counterparty files a Cure Cost/Assignment Objection satisfying the requirements of these Assignment Procedures, the Debtors and the Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Court intervention (the “Resolution Procedures”). If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, the Court shall make all necessary determinations relating to such Cure Cost/Assignment Objection at a hearing scheduled pursuant to the following paragraph.
- g. Consideration of unresolved Cure Cost/Assignment Objections and Post-Auction Objections relating to all Contracts, if any, will be held at the Sale Hearing, provided, however, that (i) any Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection and (ii) the Debtors, in consultation with the Consultation Parties, may adjourn a Cure Cost/Assignment Objection in their discretion, in consultation with the Consultation Parties.
- h. A timely filed and properly served Cure Cost/Assignment Objection or Post-Auction Objection will reserve the filing Non-Debtor Counterparty’s rights relating to the Contract but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.
- i. The Debtors’ assumption and/or assignment of a Contract is subject to approval by the Court and consummation of the Sale. Absent

consummation of the applicable Sale and entry of a Sale Order approving the assumption and/or assignment of the Contracts, the Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors. Contracts may be designated or de-designated for assumption and assignment at any time prior to the consummation of the Sale.

Other Relief Granted

41. This Bidding Procedures Order shall be binding in all respects upon any trustees, examiners, “responsible persons” or other fiduciaries appointed in the Debtors’ bankruptcy cases or upon a conversion to chapter 7 under the Bankruptcy Code.

42. Nothing herein shall be deemed to or constitute the assumption, assignment or rejection of any executory contract or unexpired lease.

43. Notwithstanding any provision in the Bankruptcy Rules to the contrary, the stays provided for in Bankruptcy Rules 6004(h) and 6006(d) are waived and this Bidding Procedures Order shall be effective immediately and enforceable upon its entry.

44. In the event of any conflict between this Bidding Procedures Order and the Bidding Procedures, this Bidding Procedures Order shall govern in all respects.

45. The requirements set forth in Local Rules 6004-1, 9006-1, and 9013-1 are hereby satisfied or waived.

46. This Court shall retain exclusive jurisdiction over any matters related to or arising from the implementation of this Bidding Procedures Order.

EXHIBIT 1

Bidding Procedures

BIDDING PROCEDURES¹

Set forth below are the bidding procedures (the “Bidding Procedures”) to be used with respect to the sales or dispositions (the “Sale”, and each a “Sale”) of substantially all of the Debtors’ assets (the “Assets”).²

Additional information regarding the Assets can be obtained by contacting Debtors’ investment bankers:

Houlihan Lokey
Stephen Spencer
(612) 215-2252
sspencer@hl.com

Jack Sallstrom
(612) 2152265
jsallstrom@hl.com

I. Assets for Sale

The Sale of the Assets shall be subject to a competitive bidding process as set forth herein and approval by the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) pursuant to sections 105, 363, 365, and 1113 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

If the Debtors only receive one Qualified Bid (as defined below), including any Stalking Horse Bid, for the Assets that are the subject of an Auction, then (a) the Debtors shall not hold such Auction; (b) the sole Qualified Bid will be deemed the Successful Bid (as defined below) with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder (as defined below) with respect to the relevant Assets.

¹ Capitalized terms used but not defined herein shall have the meanings set forth in the *Debtors’ Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors’ Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief* (the “Motion”), or if not defined in the Motion, in the First Day Declaration (as defined in the Motion).

² A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>.

A. Description of the NewCo Assets to Be Sold

The Debtors are seeking to sell the NewCo Assets (as defined below) on a going concern basis, which are more fully described in the Motion, First Day Declaration, and Sale Declaration. The NewCo Assets include substantially all of the assets utilized by the NewCo Business Segments, which includes the vehicles, real property, inventory, receivables, equipment, equipment leases, intellectual property, unexpired leases, contract rights, Collective Bargaining Agreements, permits, books and records, and other assets related to the NewCo Business Segments, as well as all intellectual property assets, certain contracts, and other assets of the Megabus Northeast and Community Coach business segments, all as more particularly set forth in, and pursuant to, the NewCo Stalking Horse APA (as defined below) (the “NewCo Assets”). The aggregate consideration offered for the NewCo Assets must satisfy the minimum requirements set forth in these Bidding Procedures, including without limitation, offering to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the NewCo Stalking Horse APA, and (y) the NewCo Bid Protections of \$4,600,000, and (z) an overbid amount of \$1,000,000.

B. Description of the Avalon Assets to be Sold

The Debtors are seeking to sell the Avalon Assets (as defined below) on a going concern basis, which are more fully described in the Motion, First Day Declaration, and Sale Declaration. The Avalon Assets include substantially all of the assets utilized by the Avalon Business Segments, which include real property, vehicles, inventory, equipment, intellectual property, unexpired leases, contract rights, customer deposits and contracts, books and records, and other assets related to the Avalon Business Segments, all as more particularly set forth in, and pursuant to, the Avalon Stalking Horse APA (as defined below) (the “Avalon Assets”). The aggregate consideration offered for the Avalon Assets must satisfy the minimum requirements set forth in these Bid Procedures, including without limitation, offering to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the Avalon Stalking Horse APA, (y) the Avalon Bid Protections of \$593,440, and (z) an overbid amount of \$300,000.

C. Description of the ABC Assets to be Sold

The Debtors are seeking to sell the ABC Assets (as defined below), which are more fully described in the Motion, First Day Declaration, and Sale Declaration. The ABC Assets include 143 of the Debtors’ double deck buses, all books and records related thereto, warranties relating to the purchased vehicles, and any parts, equipment, or component thereof, all as more particularly set forth in, and pursuant to, the ABC Stalking Horse APA (as defined below) (the “ABC Assets”, together with the NewCo Assets and Avalon Assets, the “Stalking Horse Assets”). The aggregate consideration offered for the ABC Assets must satisfy the minimum requirements set forth in these Bidding Procedures, including without limitation, offering to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the ABC Stalking Horse APA, (y) the Bid Protections of \$118,000, and (z) an overbid amount of \$50,000.

D. Description of the Remaining Assets to be Sold

The Debtors are seeking to sell the Remaining Assets (as defined below), which are more fully described in the Motion, First Day Declaration, and Sale Declaration. The Remaining Assets include certain assets of the Remaining Business Segments that are not being acquiring through Stalking Horse APAs, including over 200 single deck buses, intellectual property, equipment, unexpired leases, contract rights, other vehicles, and other assets related to the Remaining Business Segments. The Remaining Assets are not currently being sold pursuant to any stalking horse agreement.

II. Stalking Horse Bidders

The Bidding Procedures Order authorized, among other things, the Debtors' entry into:

(a) that certain asset purchase agreement, dated as of June 11, 2024 between the Debtors, and Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company (collectively, the "NewCo Stalking Horse Bidder") (as amended, supplemented, or otherwise modified by the parties thereto, the "NewCo Stalking Horse APA");

(b) that certain asset purchase agreement, dated as of June 11, 2024 between the Debtors and AVALON Transportation, LLC or its designee (the "Avalon Stalking Horse Bidder") (as amended, supplemented, or otherwise modified by the parties thereto, the "Avalon Stalking Horse APA"); and

(c) that certain asset purchase agreement, dated as of May 7, 2024 between the Debtors and ABC Bus, Inc. (the "ABC Stalking Horse Bidder", together with the New Co Stalking Horse Bidder and Avalon Stalking Horse Bidder, the "Stalking Horse Bidders") (as amended, supplemented, or otherwise modified by the parties thereto, the "ABC Stalking Horse APA", together with the NewCo Stalking Horse APA and Avalon Stalking Horse APA, the "Stalking Horse APAs").

Pursuant to the Stalking Horse APAs, after a robust marketing and sale process initiated before the commencement of these Chapter 11 Cases, the Stalking Horse Bidders have agreed to purchase the Stalking Horse Assets, as specifically enumerated in the respective Stalking Horse APAs and subject to the terms and conditions set forth therein. The Stalking Horse APAs shall serve as the Stalking Horse Bids for the respective Stalking Horse Assets, subject to higher and better bids in accordance with the terms and conditions of these Bidding Procedures. For all purposes under these Bidding Procedures, the Stalking Horse Bidders, approved as such pursuant to the Bidding Procedures Order, shall be considered Qualified Bidders, and the Stalking Horse Bids shall be considered Qualified Bids. Subject to the other provisions of these Bidding Procedures, in the event that the Debtors do not receive any additional Qualified Bids other than the Stalking Horse Bids by the Bid Deadline for any of the Stalking Horse Assets, the relevant Stalking Horse Bidder shall be deemed the Successful Bidder, and the Debtors shall not hold the Auction with respect to those Assets.

III. Key Dates and Deadlines

<u>Sale Process Key Dates and Deadlines</u>	
July 9, 2024 at 4:00 p.m. (ET)	Hearing on Approval of the Bidding Procedures
July 15, 2024	Deadline for Debtors to Provide Notice of Potential Assumption and Assignment
August 1, 2024 at 4:00 p.m. (ET)	Deadline to File Cure Costs/Assignment and Sale Objections
August 1, 2024 at 5:00 p.m. (ET)	Bid Deadline
August 2, 2024	Determination of Qualified Bids
August 6, 2024 at 10:00 a.m. (ET)	Auction
August 7, 2024 at 4:00 p.m. (ET)	Deadline to File Post-Auction Objections
August 9, 2024 at 4:00 p.m. (ET)	Deadline for Debtors to File Reply to Sale Objections and Post-Auction Objections
August 12, 2024 at 10:00 a.m. (ET)	Sale Hearing

IV. Confidentiality Agreement

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process (as defined below), each person or entity must enter into (unless previously entered into) with the Debtors, on or before the Bid Deadline (as defined below), an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtors, the DIP Agent and Prepetition ABL Administrative Agent (the “Confidentiality Agreement”). Each person or entity that enters into the Confidentiality Agreement with the Debtors on or before the Bid Deadline is hereinafter referred to as a “Potential Bidder.” The Debtors, in consultation with the Consultation Parties (as defined below), expressly reserve the right to reject any “joint bids” by multiple Potential Bidders or bids submitted by joint ventures formed by more than one Potential Bidder.

After a Potential Bidder enters into the Confidentiality Agreement with the Debtors, the Debtors shall deliver or make available (unless previously delivered or made available) to each Potential Bidder certain designated information (including, if applicable, financial data) with respect to the Assets.

V. Determination by the Debtors

As appropriate throughout the Bidding Process, the Debtors will consult with Wells

Fargo Bank, National Association, in its capacity as DIP Agent and Prepetition ABL Administrative Agent (together with the DIP Agent, “Agents” and each an “Agent”), for the DIP Lenders and Prepetition ABL Lenders, respectively (collectively, the “Lenders”), and counsel to the official committee of unsecured creditors appointed in the Debtors’ chapter 11 cases, if any (the “Creditors’ Committee” and, collectively with the DIP Agent and Prepetition ABL Administrative Agent, each in their respective capacity as a consultation party, the “Consultation Parties” and each, a “Consultation Party”) and shall (a) coordinate the efforts of Potential Bidders in conducting their respective due diligence, (b) evaluate bids from Potential Bidders on the Assets, (c) negotiate any bid made to acquire the Assets or any portion thereof, and (d) make such other determinations as are provided in these Bidding Procedures (collectively, the “Bidding Process”). Notwithstanding the foregoing, if any of the Creditors’ Committee, the DIP Agent, or Prepetition ABL Agent, submits a bid with respect to any particular Assets, it will no longer be, or receive information as, a Consultation Party and shall only receive the same diligence, information, and notice as all other Qualified Bidders, unless and until such party unequivocally revokes its bid and waives its right to continue in the Auction process.

To the extent the Bidding Procedures requires the Debtors to consult with any Consultation Party in connection with making a determination or taking an action, or in connection with any other matter related to the Bidding Procedures or the Auction, the Debtors will do so in a regular and timely manner prior to making such determination or taking such action.

VI. Due Diligence

Up to and including to the Bid Deadline (such period, the “Diligence Period”), the Debtors shall afford any Potential Bidder, and any Consultation Party, such available due diligence access or additional information as may be reasonably requested by the Potential Bidder or Consultation Party, as applicable, that the Debtors, in their business judgment, determine to be reasonable and appropriate under the circumstances. The Debtors will provide an electronic data room to be established for these purposes and will grant each Potential Bidder or Consultation Party, as applicable, access to such data room. All reasonable requests for additional information and due diligence access from such Potential Bidders and/or Consultation Parties, as applicable, shall be directed to Houlihan Lokey, proposed investment bankers to the Debtors. Each Potential Bidder shall be required to acknowledge that it has had an opportunity to conduct all of its due diligence regarding the Assets in conjunction with submitting its Bid (as defined below). Notwithstanding anything in the foregoing to the contrary, the Debtors reserve the right, in their reasonable discretion and following consultation with the Consultation Parties, to withhold or limit access to any information that the Debtors determine to be commercially sensitive or otherwise not appropriate to disclose to any Potential Bidder or to terminate access by any Potential Bidder to the electronic data room.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of each Potential Bidder to consummate a sale transaction. Failure by a Potential Bidder to comply with reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine, after consultation with the Consultation Parties, that a bid made by such Potential Bidder is not a Qualified Bid.

VII. Bid Deadline

A Potential Bidder that desires to make a Bid on any of the Assets shall deliver copies of its Bid, in Microsoft Word format, by email to proposed counsel to the Debtors by no later than **August 1, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the “Bid Deadline”). The Debtors, in turn, shall provide copies of all Bid materials to each Consultation Party (other than with respect to materials covering the sale of the applicable Assets for which any Consultation Party has submitted a Bid or has a Bid submitted on its behalf, for so long as such Bid remains unrevoked), as set forth below.

VIII. Bid Requirements

Except with regard to the Stalking Horse Bidders who are each approved as a Qualified Bidder, all bids (each hereinafter, a “Bid”) with respect to the Sale of the Assets, must (collectively, the “Bid Requirements”) be accompanied by a letter or email:

- (a) disclosing the identity of the person or entity submitting the Bid, as well as any party participating in or otherwise supporting the Bid, and the terms of any such participation or support (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed transaction contemplated by the Bid);
- (b) stating with specificity the Assets such Potential Bidder wishes to bid on and the liabilities and obligations to be assumed by the Potential Bidder;
- (c) accompanied by a duly executed purchase agreement (the “Purchase Agreement”);
- (d) agreeing that the Potential Bidder’s offer is binding and irrevocable until the later of (x) the Closing Date, or (y) twenty (20) days after the Sale Hearing (unless selected as the Next-Highest Bidder (as defined below) in which case such offer will remain open and binding on the Next-Highest Bidder until the Closing Date);
- (e) providing for a Closing Date that is consistent with the schedule contemplated herein;
- (f) providing that such Bid is not subject to any due diligence or financing contingency;
- (g) including evidence, in form and substance reasonably satisfactory to the Debtors, of authorization and approval from the Qualified Bidder’s board of directors (or comparable governing body) with respect to the submission, execution, delivery, and closing of the transactions contemplated by the Purchase Agreement;
- (h) including an acknowledgement and representation that the Qualified Bidder: (a) has had an opportunity to conduct any and all required due diligence regarding the Assets prior to making its offer; (b) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in

making its bid; (c) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Purchase Agreement; and (d) is not entitled to any expense reimbursement or break-up fee in connection with its bid unless expressly agreed to the contrary by Debtors (after consultation with the Consultation Parties) prior to the Bid Deadline;

- (i) providing an affirmative statement that: (i) the Qualified Bidder submitting such Bid has acted in good faith consistent with section 363(m) Bankruptcy Code and not in any manner prohibited by section 363(n) of the Bankruptcy Code; (ii) the Qualified Bidder submitting such Bid has and will continue to comply with the Bidding Procedures; and (iii) the Qualified Bidder submitting such Bid waives any substantial contribution (administrative expense) claims under section 503(b) of the Bankruptcy Code related to the bidding for the Debtors' assets or otherwise participating in the Auction;
- (j) providing that the Potential Bidder agrees to serve as a backup bidder (the "Next-Highest Bidder") if the Potential Bidder's Qualified Bid is the next highest and otherwise best bid after the Successful Bid (the "Next-Highest Bid") with respect to the relevant Assets that are the subject of such Bid and further on the condition that any such Successful Bid is for all of the same assets as the Next Highest Bid;
- (k) offering to pay an amount that the Debtors determine, after consultation with the Consultation Parties, constitutes a fair and adequate price, the acceptance of which would be in the best interests of the estates (provided, that no portion of the purchase price shall include non-cash consideration without the prior written consent of Agents);
- (l) providing adequate assurance of future performance information (the "Adequate Assurance Information"), and all such information subject to appropriate confidentiality, including (i) information about the Potential Bidder's financial condition, such as federal tax returns for two years, a current financial statement, or bank account statements, (ii) information demonstrating (in the Debtors' reasonable business judgment) that the Potential Bidder has the financial capacity to consummate the proposed Sale, (iii) evidence that the Potential Bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to the submission of its Bid, (iv) the identity and exact name of the Potential Bidder (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed Sale), and (v) such additional information regarding the Potential Bidder as the Potential Bidder may elect to include. By submitting a Bid, Potential Bidders agree that the Debtors may disseminate their Adequate Assurance Information to affected counterparties and the Consultation Parties in the event that the Debtors determine such bid to be a Qualified Bid; and

- (m) be accompanied by a proposed Letter of Intent sufficient for purposes of any required filing with any applicable regulatory authority and a statement indicating that the Potential Bidder would cover any filing fees and costs associated therewith;
- (n) be accompanied by (a) a deposit in cash in the form of a certified check or wire transfer, payable to the order of the Debtors, in the amount of ten percent (10%) of the Bid, which funds will be deposited into an interest bearing escrow account to be identified and established by the Debtors (a “Good Faith Deposit”) and (b) written evidence, documented to the Debtors’ satisfaction, that demonstrates the Potential Bidder has available cash, a commitment for financing if selected as the Successful Bidder with respect to the relevant Assets and such other evidence of ability to consummate the transaction(s) as the Debtors may request, including proof that such funding commitments or other financing are not subject to any internal approvals, syndication requirements, diligence or credit committee approvals (provided that such commitments may have covenants and conditions acceptable to the Debtors). The Debtors reserve the right to increase or decrease the Good Faith Deposit for one or more Qualified Bidders in their sole discretion after consulting with the Consultation Parties; and
- (o) In the event a Potential Bidder seeks to bid on Assets that are the subject of a Stalking Horse APA, such bid must also:
 - (i) be accompanied by a redline of the Purchase Agreement marked to reflect any proposed amendments and modifications to the applicable Stalking Horse APA and the applicable schedules and exhibits; and
 - (ii) offer to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the relevant Stalking Horse APA, (y) to the extent approved by the Bankruptcy Court, any applicable Bid Protections, and (z) the applicable overbid amount; provided, however, that no portion of the purchase price shall include non-cash consideration without the prior written consent of Agents and, if Agents so agree and if the value of a Bid relative to a Stalking Horse Bid includes additional non-cash components (such as fewer contingencies than are in the relevant Stalking Horse APA or accepting title to the Assets faster than contemplated by the relevant Stalking Horse APA), the bidder should include an analysis or description of the value of any such additional non-cash components, including any supporting documentation, to assist the Debtors in better evaluating the competing Bid.

The Debtors, in consultation with the Consultation Parties, will review each Bid received from a Potential Bidder to determine whether it meets the requirements set forth above. A Bid received from a Potential Bidder that meets the above requirements, and is otherwise satisfactory to the Debtors, will be considered a “Qualified Bid” and each Potential Bidder that submits a Qualified Bid will be considered a “Qualified Bidder.” For the avoidance of doubt, the Stalking Horse APAs will each be deemed a Qualified Bid and the Stalking Horse Bidders will each be

deemed a Qualified Bidder for all purposes and requirements pursuant to the Bidding Procedures.

A Qualified Bid will be valued by the Debtors based upon any and all factors that the Debtors, in consultation with the Consultation Parties, reasonably deem pertinent in the Debtors' reasonable business judgment, including, among others, (a) the amount of the Qualified Bid, (b) the risks and timing associated with consummating the transaction(s) with the Qualified Bidder, (c) any excluded assets or executory contracts and leases, and (d) any other factors that the Debtors (in consultation with the Consultation Parties) may reasonably deem relevant.

The Debtors, in their business judgment, and in consultation with the Consultation Parties, reserve the right to reject any Bid (other than a Stalking Horse Bid) if such Bid, among other things:

- (a) is on terms that are more burdensome or conditional than the terms of the applicable Stalking Horse APA;
- (b) requires any indemnification of the Potential Bidder in its Purchase Agreement;
- (c) is not received by the Bid Deadline;
- (d) is subject to any contingencies (including representations, warranties, covenants and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the relevant Assets;
- (e) seeks any bid protections; or
- (f) does not, in the Debtors' determination (after consultation with the Consultation Parties), include a fair and adequate price or the acceptance of which would not be in the best interests of the Debtors' estates.

Any Bid rejected pursuant to this paragraph shall not be deemed to be a Qualified Bid. If any Bid is so rejected, the Debtors shall cause the Good Faith Deposit of such Potential Bidder to be refunded to it within five (5) business days after the Bid Deadline.

Notwithstanding anything herein to the contrary, without any further action of any kind: (a) each Agent (and any designee of any Agent, including, without limitation, any entity that may be formed by or on behalf of any of the Lenders) is, and will be deemed to be, a Qualified Bidder for all purposes under and in connection with these Bidding Procedures and may credit bid all or any portion of the Aggregate Debt (as defined in the DIP Financing Order) in accordance with 11 U.S.C. § 363(k), and with respect to the Prepetition Debt (as defined in the DIP Financing Order) subject to any potential Challenge Action (as defined in the DIP Financing Order) as provided in paragraph 9 of the DIP Financing Order, including, without limitation, at any Auction; (b) any credit bid made by any Agent (or such designee) is, and will be deemed to be, a Qualified Bid in each instance and for all purposes under and in connection with the Bidding Procedures and will be deemed to be, and will be evaluated by the Debtors, and the Consultation Parties as, a cash Qualified Bid (including, without limitation, Sections X and XI (Incremental Overbid)); and (c) subject to the proviso at the end of this sentence, none of the Agents (or any such designee) is or

will be subject to the terms and conditions of Section IV, or the following clauses (f), (l), (m), (n) and (o) of the “Bid Requirements” set forth in this Section VIII; provided, however, that any Agent (or any designee thereof) submitting a credit bid (x) will provide a Good Faith Deposit, provided that such Good Faith Deposit shall consist of a reduction in the applicable secured claim of such Agent in the Chapter 11 Cases and will not be payable in cash notwithstanding the terms of subsection (n) of the Bid Requirements set forth Section VIII above and (y) must credit bid the amount of any Bid Protections in cash. These Bidding Procedures are subject to the terms and provisions of the DIP Financing Order.³

IX. Aggregate Bids

The Debtors may, in consultation with the Consultation Parties, aggregate separate bids from unaffiliated persons to create one “Qualified Bid,” including at the Auction, with respect to bids for separate portions of the Assets, to determine the highest and otherwise best Qualified Bid(s); provided that all Qualified Bidders shall remain subject to the provisions of 11 U.S.C. § 363(n) regarding collusive bidding.

X. Credit Bid

Any bidder (or any designee thereof) holding a perfected security interest in any of the Assets may seek to credit bid all, or a portion of, such bidder’s claims for its respective collateral in accordance with section 363(k) of the Bankruptcy Code (each such bid, a “Credit Bid”); provided, that, except as otherwise providing in the Bidding Procedures or the Bidding Procedures Order, such Credit Bid complies with the terms of the Bidding Procedures, including providing for the payment of Bid Protections in cash.

XI. Auction Procedures

Auction Time and Location. If the Debtors receive more than one Qualified Bid (other than any Stalking Horse Bid) for certain of the Assets, the Debtors will conduct an auction for the relevant Assets (the “Auction”) on **August 6, 2024 at 10:00 a.m. (prevailing Eastern Time)** at the offices of proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street (or such later time or such other place as the Debtors shall designate and notify to all Qualified Bidders who have submitted Qualified Bids) for consideration of the Qualified Bids, each as may be increased at the Auction.

If the Debtors only receive one Qualified Bid, including any Stalking Horse Bid, for the Assets that are the subject of the Auction, then (a) the Debtors shall not hold an Auction with respect to the relevant Assets; (b) the sole Qualified Bid will be deemed the Successful Bid with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder

³ As used herein, “DIP Financing Order” means (a) until entry of the Final Order (as defined in the Interim Order (as defined below)), that certain *Interim Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors’ Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (v) Granting Related Relief* (the “Interim Order”), and (b) from and after entry of the Final Order, the Final Order, together with all amendments, modifications and supplements to such Interim Order or Final Order, as applicable, which are acceptable to DIP Agent in its sole discretion.

with respect to the relevant Assets.

Participants and Attendees. Unless otherwise ordered by the Bankruptcy Court for cause shown, only the Qualified Bidders (including the Stalking Horse Bidders) are eligible to participate at the Auction. At least one (1) day prior to the Auction, each Qualified Bidder, other than the Stalking Horse Bidders, must inform the Debtors in writing whether it intends to participate in the Auction. Professionals and principals for the Debtors, each Stalking Horse Bidder, each Qualified Bidder, and the Consultation Parties shall be able to attend and observe the Auction, along with any other party the Debtors deem appropriate (provided, however, that any party other than the Consultation Parties and each Consultation Parties' respective legal and financial advisors shall be required to provide notice to the Debtors at least one (1) day prior to the relevant Auction).

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith and *bona fide* offer to purchase the Assets identified in such bids.

Auction Packages. Prior to the commencement of the Auction, respectively, the Debtors will, in consultation with the Consultation Parties, make a determination regarding the NewCo Assets, Avalon Assets, ABC Assets, and Remaining Assets for which the Debtors will conduct an Auction (each such asset or group of assets, an "Auction Package").

Starting Bids. Prior to the commencement of the Auction, the Debtors will determine, in their business judgment and after consultation with the Consultation Parties, the highest and otherwise best Qualified Bid submitted for each Auction Package (each such Qualified Bid, a "Starting Bid"), which determination will be communicated to Qualified Bidders prior to the commencement of the Auction. Bidding for each Auction Package at the Auction shall commence at the amount of the applicable Starting Bid.

Incremental Overbids. Bidding at the Auction for an Auction Package will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid (a "Subsequent Bid") is submitted by a Qualified Bidder that (i) improves on such Qualified Bidder's immediately prior Qualified Bid and (ii) the Debtors determine that such Subsequent Bid is (A) for the first round, a higher and otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher and otherwise better offer than the immediately prior Leading Bid (as defined below). The Stalking Horse Bidders shall be permitted to credit bid the aggregate amount of their respective Bid Protections in connection with any Subsequent Bid they may submit at an Auction.

The Debtors will announce at the outset of the Auction the minimum required increments for Successive Bids (each, such bid, a "Incremental Overbid"). The Debtors may, in their discretion, announce increases or reductions to Incremental Overbids at any time during the Auction.

Upon a Qualified Bidder's declaration of a Bid at the Auction, the Qualified Bidder must state on the record its commitment to pay within two (2) business days following the Auction, if such bid were to be selected as the Successful Bid or as the Backup Bid for the applicable Auction Package, the incremental amount of the Qualified Bidder's Good Faith Deposit calculated based on the increased purchase price of such Bid (such Good Faith Deposit so increased, the "Incremental Deposit Amount") if applicable.

Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by any Bid subsequent to a Starting Bid, the Debtors will, at each round of bidding, consider and/or give effect to (a) any additional liabilities to be assumed by a Qualified Bidder under the Bid, including whether such liabilities are secured or unsecured, and (b) any additional costs that may be imposed on the Debtors; provided, that any consideration shall be in cash (except for, solely with respect to each Stalking Horse Bidder, the value of the Bid Protections afforded to such Stalking Horse Bidder) unless Agents consent otherwise in writing.

Leading Bid. After the first round of bidding and between each subsequent round of bidding, the Debtors will announce the Bid that they believe to be the highest and otherwise best offer for the applicable Auction Package (each such bid, a "Leading Bid") and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the material terms of the Leading Bid, subject to the Debtors' authority to revise the Auction procedures to the extent permitted by the Bidding Procedures.

Evaluation of Bids. The Debtors, in consultation with the Consultation Parties, shall have the right to determine, in their business judgment, which Bid is the highest and otherwise best Bid with respect to an applicable Auction Package and may consider any and all relevant factors including (a) the amount and nature of the total consideration, including, with respect to subsequent bids by Stalking Horse Bidders, the value of any Bid Protections afforded to such Stalking Horse Bidders, (b) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof, (c) the tax consequences of such Bid, (d) and any other considerations that may impact the Debtors' estates and their stakeholders. Further, in accordance with the terms of these Bidding Procedures, the Debtors may reject, at any time, without liability, any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Bidding Procedures, any order of the Court, or the best interests of the Debtors and their estates.

Successful Bids and Next-Highest Bids. Immediately prior to the conclusion of each Auction, the Debtors will (a) determine, consistent with these Bidding Procedures, which Qualified Bid constitutes the highest and otherwise best Bid(s) for each Auction Package (each such Bid, a "Successful Bid") and Next-Highest Bid for each Auction Package and (b) notify all Qualified Bidders at the Auction of the identity of the bidder that submitted the Successful Bid for such Auction Package (each such bidder, a "Successful Bidder") and the amount of the purchase price and other material terms of the Successful Bid. As a condition to remaining the Successful Bidder, the Successful Bidder shall, within two (2) business days after the conclusion of the Auction, (i) if applicable, wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the purchase price in the Successful Bid(s) and

(ii) submit to the Debtors fully executed documentation memorializing the terms of the Successful Bid(s). Any Next-Highest Bidders shall also, within two (2) business days after the conclusion of the Auction, if applicable, wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the purchase price in the Next-Highest Bid(s).

As soon as practicable following conclusion of each Auction, the Debtors shall file a notice on the Bankruptcy Court's docket identifying the Successful Bidder(s) for the applicable Assets and any applicable Next-Highest Bidder(s) with respect to such Auction. Notwithstanding the selections of the Successful Bidder(s) and the Next-Highest Bidder(s), all bids are **binding and irrevocable** until the later of (i) the Closing Date, or (ii) thirty (30) days after the Sale Hearing (unless selected as the Next-Highest Bidder, in which case such offer will remain open until the relevant Closing Date).

XII. Jurisdictional Content

All bidders at the Auction will be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to jury trial in connection with any disputes relating to the Auction, the Sales and the construction and enforcement of the Stalking Horse APAs and all other agreements entered into in connection with any proposed Sale. Such consent and waiver shall apply to the extent that it is later determined that the Bankruptcy Court, absent consent, cannot enter final orders or judgments with regard to the foregoing matters consistent with Article III of the United States Constitution.

XIII. Acceptances of Qualified Bids

The Debtors' presentation to the Bankruptcy Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtors' acceptance of such Bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Bankruptcy Court at the Sale Hearing. The Debtors intend to close the Sales on or before **August 19, 2024** unless another time or date, or both, are agreed to in writing by the Debtors and the Successful Bidder (each, a "Closing Date").

XIV. Sale Hearing

Each Successful Bid and any Next-Highest Bid (or if no Qualified Bid other than that of a Stalking Horse Bidder is received with respect to the relevant Assets, then the applicable Stalking Horse Bid) will be subject to approval by the Bankruptcy Court. The hearing to approve a Successful Bid and any Next-Highest Bid shall take place on **August 12, 2024 at 10:00 a.m. (prevailing Eastern Time)** (the "Sale Hearing"). The Sale Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Debtors' chapter 11 cases.

At the Sale Hearing, the Debtors will seek entry of orders that, among other things: (i) authorize and approve the Sale(s) to the Successful Bidder(s) and/or the Next-Highest Bidder(s), (ii) includes a finding that the Successful Bidder(s) and/or the Next-Highest Bidder(s) is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code, and (iii) as appropriate,

exempts the Sale(s) and conveyances of the Assets from any transfer tax, stamp tax or similar tax, or deposit under any applicable bulk sales statute.

Nothing herein or contemplated hereby constitutes, or will be deemed to constitute or otherwise result in, the consent or approval of any Agent or any Lender to any Sale, any Sale Order or any Bid, or to any agreement or motion or other pleading relating thereto, or the waiver or modification of any of the terms of, or any rights under, any existing agreement, instrument or document, including, without limitation, any Postpetition Document (as defined in the DIP Financing Order), or any default arising thereunder or relating thereto. Any and all rights of such parties to object or otherwise oppose any Sale, Sale Order or Bid, or any agreement or pleading related thereto are hereby expressly preserved and reserved.

XV. Return of Good Faith Deposit

The Good Faith Deposits of all Potential Bidders shall be held in escrow by the Debtors but shall not become property of the Debtors' estates absent further order of the Bankruptcy Court. The Good Faith Deposits of all Potential Bidders shall be retained by the Debtors, notwithstanding Bankruptcy Court approval of the relevant Sale, until three (3) business days after the earlier of (a) the applicable Closing Date(s), or (b) ten (10) days following the Sale Hearing; provided, however, that the Good Faith Deposit of each Next-Highest Bidder shall be retained until three (3) business days after the applicable Closing Date. The Debtors shall retain any Good Faith Deposit submitted by each Successful Bidder. At the closing of a Sale contemplated by a Successful Bid, the applicable Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit to the extent such a deposit was provided. Notwithstanding anything hereto, the Good Faith Deposits of the Stalking Horse Bidders shall be governed by the respective terms of the Stalking Horse Agreements.

If a Successful Bidder (or, if the Sale is to be closed with a Next-Highest Bidder, then the Next-Highest Bidder) fails to consummate the Sale because of a breach or failure to perform on the part of such bidder, then, subject to the terms of the Purchase Agreement or the Stalking Horse APA, as applicable (and as such agreements may be amended or modified at the Auction), the Debtors and their estates shall be entitled to retain the Good Faith Deposit of such Successful Bidder (or, if the Sale is to be closed with the Next-Highest Bidder, then such Next-Highest Bidder) as part of the damages resulting to the Debtors and their estates for such breach or failure to perform.

XVI. Reservation of Rights and Modifications

Notwithstanding any of the foregoing, the Debtors and their estates, in consultation with the Consultation Parties, and in the exercise of their fiduciary obligations, reserve the right to modify these Bidding Procedures or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Assets in any manner that is not inconsistent with the Stalking Horse APAs or the order approving these Bidding Procedures and that will best promote the goals of the bidding process, including, without limitation, to extend the deadlines set forth herein, modify bidding increments, waive terms and conditions set forth herein with respect to any or all Potential Bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all potential bidders, adjourn, postpone,

close, re-open following closure, or cancel the Auction at or prior to the Auction, and adjourn or reschedule the Sale Hearing. Notwithstanding the foregoing, the Debtors may not modify the Break-Up Fees or Purchaser Reimbursement Amounts of the Stalking Horse Bidders, and may not modify any rules, procedures, or deadlines (or adopt any new rules, procedures, or deadlines) that would impair in any material respect each of the Stalking Horse Bidders' right to payment of its respective Break-Up Fee or the Purchaser Reimbursement Amount or its right to receive a credit for the aggregate amount of its respective Break-Up Fee and/or Purchaser Reimbursement Amount, in the event any Stalking Horse Bidder submits an Incremental Overbid at any Auction, when bidding during such Auction.

The Debtors shall consult with the Consultation Parties as explicitly provided for in these Bid Procedures; provided, however, that the Debtors shall not consult with any Consultation Party (or its advisors) that submits a Bid or has a Bid submitted on its behalf with respect to the sale of the applicable Assets for so long as such Bid (including any Credit Bid) remains unrevoked, with regard to the Sale.

XVII. Next-Highest Bidder

Notwithstanding any of the foregoing, in the event that a Successful Bidder fails to close a Sale prior to such date as specified in the applicable Purchase Agreement or Sale Order (or such date as may be extended by the Debtors), the Debtors, upon written notice to the Next-Highest Bidder, may designate the applicable Next-Highest Bid as the Successful Bid for the applicable Assets, the Next-Highest Bidder will be deemed to be the Successful Bidder for such Assets, and the Debtors will be authorized, but not directed, to close the Sale to the Next-Highest Bidder subject to the terms of the Next-Highest Bid without the need for further order of the Bankruptcy Court and without the need for further notice to any interested parties.

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EXHIBIT 2

NewCo Stalking Horse APA

EXHIBIT C

BIDDING PROCEDURES ORDER

EXHIBIT D

FORM OF BILL OF SALE

BILL OF SALE

THIS BILL OF SALE (“**Bill of Sale**”) is dated as of [], 2024 by and among (i) the entities (collectively, the “**Sellers**” and individually each a “**Seller**”) set forth on Schedule A of that certain Asset Purchase Agreement dated the date hereof by and among the parties thereto (the “**Purchase Agreement**”), (ii) Bus Company Holdings US, LLC, a Delaware limited liability company, and (iii) [Bus Company Holdings Canada], a corporation incorporated under the laws of the Province of [--] (together with Bus Company Holdings US, LLC, collectively the “**Buyer**”).

RECITALS:

A. Buyer and the Sellers are parties to the Purchase Agreement, pursuant to which the Sellers have agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase and receive, all of the Seller’s right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, for and in consideration of the premises, agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

2. Assignment. Each Seller does hereby irrevocably and unconditionally sell, assign, transfer, convey and deliver to Buyer, its successors and assigns forever, all of such Seller’s right, title and interest in and to the Purchased Assets, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), to have and to hold the same and each and all thereof unto Buyer, its successors and assigns forever, to its and their own use and benefit forever pursuant to the Purchase Agreement.¹

3. Further Acts. Each of Buyer and the Sellers hereby agrees to take such additional actions and to execute, acknowledge and deliver any and all other acts, deeds, assignments, instruments or other documents as may reasonably be required to effect the intent and purpose of this Bill of Sale and the transactions contemplated hereby and/or by the Purchase Agreement.

4. Amendment and Modification; Waiver. This Bill of Sale may be amended, modified and supplemented only by a written instrument authorized and executed and delivered by Buyer and the Sellers. No waiver by any party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Bill of Sale shall not operate or be construed as a waiver of any other or subsequent breach.

5. No Third-Party Beneficiaries. This Bill of Sale is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and

¹ Note to Buyer: Changes made to be consistent with the language in the APA.

their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Bill of Sale or any term, covenant or condition hereof.

6. **Inconsistencies with the Purchase Agreement**. Notwithstanding anything to the contrary contained herein, the terms of this Bill of Sale are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and this Bill of Sale is not intended to expand, limit, modify, supersede or otherwise affect, nor shall it expand, limit, modify, supersede or otherwise affect, in any manner the terms, conditions, representations, warranties, covenants and other agreements set forth in the Purchase Agreement. In the event of any inconsistencies between the terms of this Bill of Sale and the terms of the Purchase Agreement, the parties hereto agree that the terms of the Purchase Agreement shall govern and control.

7. **Miscellaneous**. Except as set forth in this Bill of Sale, Article 11 (General Provisions) of the Purchase Agreement shall apply to this Bill of Sale, *mutatis mutandis*.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed and delivered by such party or its authorized officer, all as of the date and year first above written.

SELLERS:

[•]

By: _____
Name: _____
Title: _____

[•]

By: _____
Name: _____
Title: _____

BUYER:

BUS COMPANY HOLDINGS US, LLC

By: _____
Name: _____
Title: _____

[BUS COMPANY HOLDINGS CANADA]

By: _____
Name: _____
Title: _____

[Signature Page to Bill of Sale]

EXHIBIT E
FORM OF SALE ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

COACH USA, INC., *et al.*¹,

Debtors.

Chapter 11

Case No. 24-____ (____)

(Jointly Administered)

Ref. Docket No. ____

**ORDER (A) APPROVING THE SALE OF CERTAIN OF
THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES, AND OTHER INTERESTS, (B) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES RELATED THERETO, AND (C) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² dated [_____, 2024] [Docket No. ____] of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) pursuant to sections 105(a), 363, 365, and 1113 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Bankruptcy Rules**”) for an order (this “**Order**”), among other things: (a) authorizing and approving the entry into and performance under the terms and conditions of that certain Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit 1**, and which for purposes of this Order shall include all exhibits, schedules and ancillary documents related thereto and hereto, including the Ancillary Documents

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion or the Purchase Agreement, as applicable.

(collectively, and as may be amended, supplemented or restated, the “**Purchase Agreement**”), by and among certain of the Debtors, on the one hand (such Debtors, as identified on Schedule A to the Purchase Agreement, collectively the “**Debtor Sellers**”), and Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company (including their respective permitted affiliates, subsidiaries, designees, successors and assignees under the Purchase Agreement, collectively, the “**Purchaser**”), on the other hand; (b) approving the sale (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the Purchase Agreement, the “**Sale Transaction**”) of certain of the assets of the Debtors as set forth in the Purchase Agreement (the “**Purchased Assets**”), free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances); (c) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the “**Assigned Contracts**”) and the assumption of the Assumed Liabilities (including the Assumed Secured Debt), each as more fully described in the Purchase Agreement as and to the extent set forth in the Purchase Agreement; and (d) approving the form and manner of notice of the foregoing; and the Court having held a hearing on [_____, 2024] (the “**Sale Hearing**”) to consider the Motion and to consider approval of the Sale Transaction; and the Court having reviewed and considered the relief sought in the Motion with respect to the Sale Transaction, the declarations submitted in support of the Motion, all objections to the Motion and the Debtors’ responses thereto at the Sale Hearing, and the arguments of counsel made, and the declarations admitted into evidence at the Sale Hearing; and all parties-in-interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in this Order; and due and sufficient notice of the Motion and the Sale Hearing having been given under the particular circumstances and in accordance with the Bidding Procedures Order; and it

appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby;

FOUND, CONCLUDED, AND DETERMINED THAT³:

A. **Jurisdiction and Venue.** This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory bases for the relief requested in the Motion are: (i) sections 105, 363, 364, 365, and 1113 of the Bankruptcy Code; (ii) Bankruptcy Rules 2002(a)(2), 6003, 6004, 6006, 9007, 9008, and 9014; and (iii) Local Bankruptcy Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Bankruptcy Rules.

C. **Bidding Procedures.** On [____], 2024, the Court entered an order [Docket No. ____] (the “**Bidding Procedures Order**”), which, among other things, (i) authorized and approved the Bidding Procedures in connection with the sale of substantially all of the assets of the Debtors (the “**Assets**”), including the Purchased Assets; (ii) approved procedures for the assumption and assignment of contracts, including the manner in which the notice of potential assignment of the

³ The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. Furthermore, any findings of fact or conclusions of law made by the Court on the record at the close of the Sale Hearing are incorporated herein pursuant to Bankruptcy Rule 7052.

Assigned Contracts and potential Cure Costs related thereto (the “**Potential Assumption and Assignment Notice**”) were provided to non-Debtor counterparties to the Debtors’ executory contracts and unexpired leases; (iii) approved the form and manner of notice of the Auction and the Sale Hearing; (iv) scheduled the Sale Hearing and set other related dates and deadlines; (v) designated Purchaser as the Stalking Horse Bidder for the Purchased Assets and granted Purchaser the Stalking Horse Bid Protections described therein; and (v) granted related relief.

D. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair and reasonable opportunity for any Person or Entity to make a higher and otherwise better offer to purchase the Purchased Assets. The Debtors and their professionals adequately marketed the Assets and conducted the marketing and sale process in accordance with the Bidding Procedures and the Bidding Procedures Order. The Debtors determined that the Purchase Agreement constituted the highest and best offer with respect to the Purchased Assets and selected the Purchase Agreement as the Successful Bid with respect to the Purchased Assets. The Debtors therefore determined in a valid and sound exercise of their business judgment, and in accordance with the Bidding Procedures and Bidding Procedures Order, that the highest and best Qualified Bid for the Purchased Assets is that of the Purchaser and that the Purchase Agreement will provide a greater recovery for the Debtors’ estates than would be provided by any other available alternative.

E. **Marketing Process.** The Debtors and their advisors thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in a fair and open manner, soliciting offers to acquire the Purchased Assets from a wide variety of parties. The sale process and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any Person or any entity (as such term is defined in

the Bankruptcy Code, an “**Entity**”) that expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have an interest in acquiring, and be permitted and able to acquire, the Purchased Assets, to conduct due diligence, make an offer to purchase the Debtors’ assets, including, without limitation, the Purchased Assets, and submit higher and otherwise better offers for the Purchased Assets than Purchaser’s Successful Bid. The Debtors and Purchaser have negotiated and undertaken their roles leading to the Sale Transaction and entry into the Purchase Agreement in a diligent, non-collusive, fair, reasonable, and good faith manner. The sale process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures resulted in the highest and otherwise best offer for the Purchased Assets for the Debtors and their estates, was in the best interests of the Debtors, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. The Debtors’ determinations that the Purchase Agreement constitutes the highest and otherwise best offer for the Purchased Assets and maximizes value for the benefit of the Debtors’ estates constitutes a valid and sound exercise of the Debtors’ business judgment and are in accordance and compliance with the Bidding Procedures and the Bidding Procedures Order. The Purchase Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or Entity has offered to purchase the Purchased Assets for greater overall value to the Debtors’ estates than the Purchaser. Approval of the Motion (as it pertains to the Sale Transaction) and the Purchase Agreement and the consummation of the transactions contemplated thereby will maximize the value of each of the Debtors’ estates and are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. There is no legal or equitable reason to delay consummation of the transactions contemplated by the Purchase Agreement, including without limitation, the Sale Transaction.

F. **Notice.** As evidenced by the certificates of service filed on [_____, 2024] at Docket Nos. [_____] , actual written notice of the Motion and the relief requested therein (including the assumption and assignment of the Assigned Contracts to Purchaser and any Cure Costs related thereto) was provided to the following parties (the “**Notice Parties**”): (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) proposed counsel for any official committee appointed in the Chapter 11 Cases; (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the jurisdictions to which the Debtors are subject; (k) all environmental authorities having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors’ business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors’ executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the NewCo Stalking Horse APA) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; (x) all

of the Debtors' other known creditors and equity security holders; and (y) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service.

G. In addition to the foregoing notice, the Debtors advertised the proposed Sale and the relief requested in this Order on the website of the Debtors' proposed claims and noticing agent, Kroll Restructuring Administration LLC on June [], 2024.

H. Notice of the Sale Transaction, the Motion, the time and place of the proposed Auction, the time and place of the Sale Hearing, the proposed entry of this Order, and the time for filing objections to the Motion (the "Sale Notice") was reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Auction, and the Sale Hearing. Such notice was sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Transaction, the Motion, the Auction, the Sale Hearing, or of the entry of this Order is necessary or shall be required.

I. In accordance with the Bidding Procedures Order, the Debtors have served the Potential Assumption and Assignment Notice on all non-Debtor counterparties to the Debtors' executory contracts and unexpired leases, which Potential Assumption and Assignment Notice identifies with respect to each executory contract or unexpired lease the amount, if any, required to cure any default and/or actual pecuniary loss to the non-Debtor counterparty resulting from such default including, but not limited to, all claims, demands, charges, rights to refunds, and monetary and non-monetary obligations that such non-Debtor counterparty can assert under such executory contract or unexpired lease, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with,

or in any way relating to such executory contract or unexpired lease (the foregoing amounts as stated in the Potential Assumption and Assignment Notice, the “**Cure Costs**”). The service and provision of the Potential Assumption and Assignment Notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assigned Contracts or establishing a Cure Cost for any Assigned Contract. Non-Debtor counterparties to the Assigned Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Assigned Contract and the Cure Cost set forth in the Potential Assumption and Assignment Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection to the stated Cure Costs or assignment has expired and to the extent any party timely filed a Cure Costs/Assignment Objection or Post-Auction Objection by the respective Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline (each as defined in the Assumption and Assignment Procedures), all such objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties, including but not limited to the Purchaser. To the extent that any such party did not timely file a Cure Costs/Assignment Objection or Post-Auction Objection by the deadline stated in the Potential Assumption and Assignment Notice, such party shall be deemed to have consented to (i) the assumption and assignment of the Assigned Contract to the Purchaser, and (ii) the proposed Cure Cost set forth on the Potential Assumption and Assignment Notice.

J. As evidenced by the certificates of service [Docket Nos. ____] previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely,

adequate and sufficient notice of the Motion, the Sale Hearing, the Sale Transaction, and the potential assumption and assignment of the Assigned Contracts (including Cure Costs related thereto) has been provided in compliance with the Bidding Procedures Order and in accordance with Bankruptcy Code sections 105(a), 363, 365, and 1113, and Bankruptcy Rules 2002, 4001, 6004, 6006, 9006, 9007, 9008 and 9014, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, or the Sale Transaction is or shall be required.

K. **Corporate Authority.** The Debtors have full corporate power and authority to execute the Purchase Agreement and all other documents contemplated thereby and the Debtors' sale of the Purchased Assets has been duly and validly authorized by all necessary corporate action. The Debtors have all of the corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement. The Debtors have taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtors to consummate such transactions.

L. **Title to Purchased Assets.** The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and lawful owner of the Purchased Assets. Subject to Bankruptcy Code sections 363(f) and 365(a), the transfer of each of the Purchased Assets to Purchaser, in accordance with the Purchase Agreement will be, as of the Closing Date (as defined in the Purchase Agreement), a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest Purchaser with all right, title, and interest of

the Debtors to the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances).

M. **Sale in the Best Interest of the Debtors' Estates.** The Debtors have articulated good and sufficient business reasons for the Court to authorize (i) the Debtor Sellers' entry into the Purchase Agreement and consummation of the Sale Transaction including the sale of the Purchased Assets to the Purchaser pursuant to the terms of the Purchase Agreement and this Order, (ii) the assumption and assignment of the Assigned Contracts as set forth herein and in the Purchase Agreement, and (iii) the assumption of the Assumed Liabilities (including the Assumed Secured Debt) as and to the extent set forth herein and in the Purchase Agreement. Entry into the Purchase Agreement and consummation of the Sale Transaction pursuant to this Order are sound exercises of business judgment, and such acts are in the best interests of the Debtors, their estates and creditors, and all parties-in-interest.

N. The Debtors have articulated good and sufficient business reasons justifying the sale of the Purchased Assets to the Purchaser. Additionally, as provided in the Declaration of John Sallstrom in support of the Motion [Docket No. ___]: (i) the Debtors conducted a robust marketing process to sell the Purchased Assets and the Purchase Agreement constitutes the highest and best offer for the Purchased Assets; (ii) the Bidding Procedures utilized were designed to yield the highest or otherwise best bids for the Purchased Assets; (iii) the Purchase Agreement and the closing of the Sale Transaction present the best opportunity to realize the highest value for the Purchased Assets; (iv) there is risk of deterioration of the value of the Purchased Assets if the Sale Transaction is not consummated promptly; and (v) the Purchase Agreement and the sale of the Purchased Assets to the Purchaser provide greater value to the Debtors' estates than would be provided by any other presently available alternative.

O. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose for the sale outside of: (i) the ordinary course of business, pursuant to Bankruptcy Code section 363(b); and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the Sale Transaction is necessary and appropriate to maximize the value of the Debtors' estates.

P. **Good Faith of Debtors and Purchaser.** There is no evidence before the Court of any collusion in connection with the sale process for the Purchased Assets. The Purchase Agreement was negotiated and is undertaken by the Debtor Sellers and the Purchaser at arm's-length and in good faith within the meaning of Bankruptcy Code section 363(m). The Purchaser is not an "insider" of any of the Debtors as that term is defined by Bankruptcy Code section 101(31). The Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets, complied with the Bidding Procedures and the Bidding Procedures Order, and agreed to, and did, subject its bid to the competitive Bidding Procedures approved in the Bidding Procedures Order. Purchaser in no way induced or caused the chapter 11 filing by the Debtors. Purchaser has not engaged in any conduct that would cause or permit the Sale Transaction or the Purchase Agreement to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code by any action or inaction. No common identity of directors, managers, officers, or controlling stockholders exist between Purchaser, on the one hand, and any of the Debtors, on the other hand. As a result of the foregoing, the Purchaser is entitled to the protections of Bankruptcy Code section 363(m), including in the event this Order or any portion thereof is reversed or modified on appeal, and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases.

Q. All payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale Transaction, including the assumption of the Assumed Secured Debt and assumption of other Assumed Liabilities as and to the extent set forth in the Purchase Agreement, have been disclosed.

R. There is no evidence that the Debtors or the Purchaser engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale Transaction to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, or any other applicable law including laws applicable in Canada.

S. The Purchase Agreement was not entered into, and the Sale Transaction is not consummated, for the purpose of hindering, delaying or defrauding the Debtors' creditors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or any other applicable law. Neither the Debtor Sellers nor the Purchaser have entered into the Purchase Agreement, or is consummating the Sale Transaction, for any fraudulent or otherwise improper purpose.

T. **Consideration.** The total consideration provided by the Purchaser for the Purchased Assets represents the highest and best offer received by the Debtors for the Purchased Assets, and the Purchase Price constitutes reasonably equivalent value and fair consideration under and as such terms are defined in the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code, and any other applicable laws of the United States, any state, territory, possession, or the District of Columbia, or any applicable laws in Canada.

U. **Free and Clear.** The Debtors may sell the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) to the fullest extent permitted by section 363(f) of the Bankruptcy Code because, with respect to each creditor asserting a lien, claim, interest or encumbrance, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)–(5) has been satisfied. Those holders of Liabilities and Encumbrances that did not object to or that withdrew their objections to the sale of the Purchased Assets or the Motion are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code, and are barred from challenging the Motion, the Sale Transaction, or the sale of the Purchased Assets free and clear of Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances). Those holders of Liabilities or Encumbrances that did object fall within one or more of the other subsections of Bankruptcy Code section 363(f) or are adequately protected by having their Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), if any, attach to the proceeds of the Sale Transaction ultimately attributable to the Purchased Assets in which such holders allege a Liability or Encumbrance, in the same order of priority, with the same validity, force and effect that each such holder had prior to the Sale Transaction, and subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

V. The Purchaser would not have entered into the Purchase Agreement and would not agree to consummate the Sale Transaction if the sale of the Purchased Assets to the Purchaser were not free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) to the fullest extent permitted pursuant to Bankruptcy Code section 363(f) or if the Purchaser would, or in the future could, be liable for any of such Liabilities and Encumbrances.

W. **No Successor Liability.** The Sale Transaction contemplated under the Purchased Agreement does not amount to a consolidation, merger, or de facto merger of the Purchaser and the Debtors or the Debtors' estates: there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Purchaser is not a successor or assignee of the Debtors or their estates for any purpose, including but not limited to under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental (to the extent permitted by law), escheat or unclaimed property laws, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), and Purchaser and its affiliates shall have no liability or obligation under the Workers Adjustment and Retraining Act (the "**WARN Act**"), 929 U.S.C. §§ 210 et seq. or the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act and/or the Fair Labor Standards Act. Other than the Assumed Liabilities as and to the extent set forth in the Purchase Agreement, the Purchaser shall have no liability or obligations of any kind, character, or nature whatsoever with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities

or relating to any of the Excluded Assets, and the Debtors hereby irrevocably release and forever discharge the Purchaser and any of the Purchaser's successors and assigns from any and all Claims, Actions, obligations, Liabilities, demands, damages, losses, costs, and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale and assignment of the Purchased Assets, except for, and to the extent of, the Assumed Liabilities (including the Assumed Secured Debt) assumed in accordance with and arising expressly under the Purchase Agreement.

X. The Purchaser would not have acquired the Purchased Assets but for the protections against potential claims based upon successor liability, de facto merger, or theories of similar effect that are set forth in this Order.

Y. **Assigned Contracts.** The Debtors have proven and demonstrated that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Purchaser in connection with the consummation of the Sale Transaction, and the assumption and assignment of the Assigned Contracts to the Purchaser is in the best interests of the Debtors, their estates and creditors and all parties-in-interest. The Assigned Contracts being assigned to the Purchaser are an integral part of the Purchased Assets being purchased by the Purchaser, and accordingly, such assumption and assignment of such Assigned Contracts is reasonable and enhances the value of the Debtors' estates.

Z. The Cure Costs with respect to the Assigned Contracts are deemed to be the entire cure obligation due and owing under such Assigned Contracts under Bankruptcy Code section 365(b). To the extent that any non-Debtor counterparty to an Assigned Contract failed to timely file an objection to the proposed Cure Cost filed with the Bankruptcy Court and associated with such Assigned Contract, the Cure Cost listed in the Potential Assumption and Assignment Notice

with respect to such Assigned Contract shall be deemed to be the entire cure obligation due and owing under such Assigned Contract.

AA. Each respective provision of the Assigned Contracts or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Assigned Contracts (including, without limitation, any provisions purporting to prohibit possession or control of leased property by any party other than the applicable Debtor counterparty or its affiliates) has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365.

BB. Assumption and assignment of any Assigned Contract pursuant to this Order and the Purchase Agreement and full payment of any applicable Cure Cost shall result in the full release and satisfaction of any and all cures, claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assigned Contract at any time prior to the Closing Date, and shall relieve the Debtors and their estates from any liability for any breach of such Assigned Contract occurring after such assignment.

CC. The Purchaser has demonstrated adequate assurance of future performance of all Assigned Contracts to be assigned to the Purchaser, within the meaning of Bankruptcy Code section 365.

DD. Upon the assignment to the Purchaser: (i) each Assigned Contract shall be deemed valid and binding and in full force and effect in accordance with its terms, and all defaults thereunder, if any, shall be deemed cured upon payment of the relevant Cure Cost (if applicable), subject to the provisions of this Order and the Purchase Agreement; and (ii) the Purchaser shall assume all obligations under each such Assigned Contract.

EE. **Injunctive Relief.** The injunction set forth in this Order against creditors and third parties pursuing claims against, and Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) on, the Purchased Assets is necessary to induce the Purchaser to close the Sale Transaction, and the issuance of such injunctive relief is therefore necessary and appropriate to avoid irreparable injury to the Debtors' estates and will therefore benefit the Debtors' creditors.

FF. **Record Retention.** Pursuant to the terms of and subject to the conditions in Sections 7.1(d) and 7.5 of the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records for the specified purposes set forth in, and in accordance with, the Purchase Agreement.

GG. **Valid and Binding Contract; Validity of Transfer.** The Purchase Agreement is a valid and binding contract between the Debtors and Purchaser and shall be enforceable pursuant to its terms. The Purchase Agreement and the Sale Transaction itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, and any chapter 11 trustee appointed in these Chapter 11 Cases, or in the event the Chapter 11 Cases are converted to a case under chapter 7 of the Bankruptcy Code, a chapter 7 trustee, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), 365(1), and 1113 of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

HH. Personally Identifiable Information. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

II. No *Sub Rosa* Plan. The Sale Transaction does not constitute a *sub rosa* chapter 11 plan. The Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for any of the Debtors.

JJ. Legal and Factual Bases. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties-in-interest.

KK. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Order, and, sufficient cause having been shown, waives any such stay, and expressly directs entry of judgment as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Purchase Agreement. The Purchaser, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may at its discretion close the Sale Transaction contemplated by the Purchase Agreement at any time after entry of this Order.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. **Motion is Granted.** The Motion and the relief requested therein as it pertains to the Sale Transaction is **GRANTED**, to the extent set forth herein.

2. **Objections Overruled.** Any Objection to the Motion, the Sale Transaction, or any other relief granted in this Order, including, without limitation, any objections to Cure Costs or relating to the cure of any defaults under any of the Assigned Contracts or the assumption and assignment of any of the Assigned Contracts to the Purchaser by the Debtors, to the extent not resolved, adjourned for hearing on a later date, waived or withdrawn, or previously overruled, and all reservations of rights included therein, is hereby **OVERRULED** and **DENIED** on the merits.

3. **Ratification of Bidding Procedures.** The Bidding Procedures utilized by the Debtors with respect to the Sale Transaction are hereby ratified and were appropriate under the circumstances in order to maximize the value obtained from the Sale Transaction for the benefit of the estates.

4. **Adequate Notice.** Notice of the Motion, the Sale Hearing, Purchase Agreement, the Auction, and the relief granted in this Order was fair and equitable under the circumstances and complied in all respects with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, the Local Bankruptcy Rules, the Assumption and Assignment Procedures, the Bidding Procedures Order, and the orders of the Bankruptcy Court.

5. **Approval.** The Purchase Agreement and the Sale Transaction are hereby **APPROVED** in all respects, and the Debtors are authorized to enter into and perform under the Purchase Agreement and all other ancillary documents associated therewith and/or required thereunder. Each of the Debtors and the Purchaser are hereby authorized and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale Transaction and the Closing in accordance with the Motion, the Purchase Agreement, and this Order; (b) assume and assign the Assigned Contracts to be assigned to the Purchaser pursuant to the Purchase Agreement; (c) provide for the assumption of the Assumed Liabilities (including the Assumed Secured Debt)

as and to the extent set forth in the Purchase Agreement; and (d) perform, consummate, implement and close fully the Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement. Purchaser shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to enforce any of its remedies under the Purchase Agreement or any other Ancillary Document. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order and/or the Purchase Agreement.

6. **Transfer of Purchased Assets Free and Clear of Liens.** Pursuant to sections 105(a), 363(b), 363(f), and 1113, the Debtors are hereby authorized and directed to consummate, the sale, transfer and assignment of all of the Debtors' rights, title and interest in the Purchased Assets to the Purchaser in accordance with the Purchase Agreement, and such transfer to the Purchaser of the Debtors' rights, title, and interest in the Purchased Assets pursuant to the Purchase Agreement shall be, and hereby is deemed to be, a legal, valid, and effective transfer of the Debtors' rights, title, and interest in the Purchased Assets, and shall vest with or in the Purchaser all rights, title, and interest of the Debtors in the Purchased Assets, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), including but not limited to successor or successor-in-interest liability and claims in respect of the Excluded Liabilities, to the fullest extent permitted by section 363(f) of the Bankruptcy Code, with any Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) attaching to the net available proceeds with the same validity, extent, and priority as immediately prior to the sale of the Purchased Assets, subject to the provisions of the Purchase Agreement and this Order, and any rights, claims, and defenses of the Debtors and other parties-in-interest. Except

as otherwise expressly provided in the Purchase Agreement (including with respect to the Assumed Secured Debt), all Encumbrances and Liabilities (other than Permitted Encumbrances) shall not be enforceable as against any member of the Purchaser Group (as defined below) or the Purchased Assets.

7. Unless expressly included in the Assumed Liabilities and Permitted Encumbrances, neither the Purchaser, nor any of the Purchaser's affiliates (including any subsidiary of Purchaser, nor any person or entity that could be treated as a single employer with the Purchaser pursuant to Section 4001(b) the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended ("IRC") (collectively, the "**Purchaser Group**")) shall be obligated or responsible for any Liabilities and/or Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) in respect of any of the following: (a) any labor or employment agreements; (b) any mortgages, deeds of trust and security interests; (c) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors; (d) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) ERISA, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection Act, (xii) the Pension Protection Act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted

by law), (xv) state discrimination laws, (xvi) state unemployment compensation laws or any other similar state laws, or (xvii) any other state or federal benefits or claims relating to any employment with the Debtors or any of its respective predecessors; (e) any bulk sales or similar law; (f) any tax statutes or ordinances, including, without limitation, the IRC, as amended, or any state or local tax laws; (g) any escheat or unclaimed property laws; (h) to the extent not included in the foregoing, any of the Excluded Liabilities under the Purchase Agreement; and (i) any theories of successor or transferee liability.

8. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date.

9. This Order (a) is and shall be effective as a determination that other than Permitted Encumbrances and Assumed Liabilities (including the Assumed Secured Debt) as and to the extent set forth in the Purchase Agreement, all Liabilities and Encumbrances of any kind, character or nature whatsoever existing as to the Purchased Assets prior to the Closing have been unconditionally released, discharged, and terminated to the fullest extent permitted by section 363(f) of the Bankruptcy Code, and that the conveyances described herein have been effected, including, without limitation, claims in connection with any tax liability and (b) is and shall be binding upon and shall authorize all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the

Purchased Assets conveyed to the Purchaser. Other than Permitted Encumbrances and liens and security interests relating to the Assumed Liabilities (including the Assumed Secured Debt), all recorded Liabilities and Encumbrances against the Purchased Assets from their records, official and otherwise, shall be deemed stricken.

10. If any person or entity which has filed statements or other documents or agreements evidencing Liabilities or Encumbrances in respect of the Purchased Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) which the person or entity has or may assert with respect to the Purchased Assets, the Debtors and the Purchaser are hereby authorized to file copies of this Order as evidence of the termination, satisfaction, and release of such Liabilities and Encumbrances. For the avoidance of doubt, the provisions of this Order authorizing the sale and assignment of the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), and free and clear of all Excluded Liabilities, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order; provided, however, that in the event the Purchaser requests that the Debtors execute and/or file such releases, termination statements, assignments, consents, or other instruments, the Debtors are authorized and directed to do so.

11. Each and every federal, state, municipal and other governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and

instruments in connection with or necessary to consummate the Sale Transaction contemplated by the Purchase Agreement.

12. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Debtors' rights, title, and interest in the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Purchaser on the Closing Date pursuant to the terms of the Purchase Agreement, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities (including the Assumed Secured Debt, as and to the extent set forth in the Purchase Agreement) and Permitted Encumbrances), to the fullest extent permitted by Bankruptcy Code section 363(f).

13. **No Successor Liability.** Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Purchase Agreement, neither Purchaser nor any other member of the Purchaser Group shall be deemed, as a result of any action taken in connection with the purchase of the Purchased Assets or as a result of the consummation of the transactions contemplated by the Purchase Agreement, to have any successor, vicarious or other liabilities of any kind, character or nature whatsoever, including but not limited to under or in connection with any theory of antitrust, environmental (to the extent permitted by law), tax, successor or transferee liability, withdrawal liability, labor law, contract law, common law, bulk sales laws (to the extent permitted under the Bankruptcy Code) or tax law and neither Purchaser nor any other member of the Purchaser Group shall be deemed to (a) be a successor or assign (or other such similarly situated party) of the Debtors (other than with respect to the Assumed Liabilities as expressly stated in the Purchase Agreement) for any purpose including, but not limited to, any foreign, federal, state or common law or local revenue, pension, ERISA, tax, labor,

employment, environmental (to the extent permitted by law), or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine and Purchaser and all other members of the Purchaser Group shall have no liability or obligation under (i) ERISA, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection act, (xii) the Pension Protection act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), or other applicable laws; (b) have, de facto or otherwise, merged with or into the Debtors; (c) be a mere continuation of the Debtors or their estates (and there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Purchaser and the Debtors, and there is no continuity of enterprise between the Purchaser and the Debtors); or (d) be holding itself out to the public as a continuation of the Debtors. Except for the Assumed Liabilities as and to the extent set forth in the Purchase Agreement, the Purchaser shall have no liability, obligation or responsibility of any kind, character or nature whatsoever for any liability or other obligation of the Debtors or any other Person or Entity arising under or related to the any of Purchased Assets, the Excluded Assets, the Excluded Liabilities or otherwise. The Motion contains sufficient notice of such limitation in accordance with Rule 6004-1 of the Local Bankruptcy Rules.

14. **Sale, Assumption and Assignment of the Assigned Contracts.** The Debtors are hereby authorized, in accordance with Bankruptcy Code sections 105(a), 363, 365, and 1113, to (a) sell, assume and assign to Purchaser, in accordance with the Purchase Agreement, effective upon the Closing Date, the Assigned Contracts free and clear of all Liabilities and Encumbrances of any kind, character or nature whatsoever (other than the Assumed Liabilities as and to the extent set forth in the Purchase Agreement and Permitted Encumbrances) and (b) execute and deliver to Purchaser such documents or other instruments as Purchaser may deem necessary to assign and transfer the Assigned Contracts and the Assumed Liabilities to Purchaser in accordance with the Purchase Agreement.

15. With respect to the Assigned Contracts: (a) each Assigned Contract is an executory contract or unexpired lease under Bankruptcy Code sections 365 or 1113; (b) the Debtors may assume each of the Assigned Contracts in accordance with Bankruptcy Code section 365 or 1113; (c) the Debtors may assign each Assigned Contract in accordance with Bankruptcy Code sections 363, 365, and 1113, and any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the non-Debtor counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under Bankruptcy Code sections 363, 365, and/or 1113 for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract, in accordance with the Purchase Agreement, have been satisfied; (e) the Assigned Contracts shall be transferred and assigned to, and following the Closing Date remain in full force and effect for the benefit of, the Purchaser in accordance with the Purchase Agreement, notwithstanding any provision in any such

Assigned Contract (including those of the type described in Bankruptcy Code sections 365(b)(2) and (f)) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assignment to and assumption by Purchaser in accordance with the Purchase Agreement; and (f) upon the Closing Date, in accordance with Bankruptcy Code sections 363, 365, and 1113, Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assigned Contract.

16. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)) shall be cured in the ordinary course of business after the Closing by the Purchaser by payment of the Cure Costs. To the extent that any counterparty to an Assigned Contract did not object to the applicable Cure Cost or adequate future performance with respect to the Purchaser by the Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline, as applicable, such counterparty is deemed to have consented to such Cure Cost and the assumption and assignment of the applicable Assigned Contract(s) to the Purchaser in accordance with the Purchase Agreement.

17. Unless otherwise represented by the Debtors in a separate pleading, in open court at the Sale Hearing, or pursuant to a contract or lease amendment entered into by the Debtors, Purchaser, and the appropriate contract or lessor counterparty (any such amendment being deemed approved by this Order), in each foregoing instance, subject to the prior consent of Purchaser, the Potential Assumption and Assignment Notice reflects the sole amounts necessary under Bankruptcy Code section 365(b) to cure all monetary defaults under the Assigned Contracts, and

no other amounts are or shall be due in connection with the assumption by the Debtors and the assignment to Purchaser of the Assigned Contracts in accordance with the Purchase Agreement.

18. Upon the Debtors' assignment of the Assigned Contracts to Purchaser under the provisions of this Order and any additional orders of this Court and payment of any Cure Costs pursuant to Paragraph 15 hereof, no default shall exist under any Assigned Contract, and no counterparty to any Assigned Contract shall be permitted (a) to declare a default by Purchaser under such Assigned Contract, (b) raise or assert against the Debtors or the Purchaser, or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, or (c) otherwise take action against Purchaser as a result of Debtors' financial condition, bankruptcy or failure to perform any of their obligations under the relevant Assigned Contract. Each non-Debtor party to an Assigned Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against Purchaser, any counterclaim, defense, setoff (except setoffs asserted prior to the Petition Date), recoupment, or any other claim asserted or assertable against the Debtors; and (ii) imposing or charging against Purchaser any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment to Purchaser of any Assigned Contract in accordance with the Purchase Agreement. The validity of such assumption and assignment of each Assigned Contract shall not be affected by any dispute between the Debtors and any non-Debtors party to an Assigned Contract relating to such contract's respective Cure Costs.

19. The failure of the Debtors or Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and Purchaser's rights to enforce every term and condition of the Assigned Contracts.

20. Notwithstanding anything herein to the contrary and subject to the Purchase Agreement, Purchaser may, at any time prior to the Closing Date, make additions and deletions to the list of Assigned Contracts by delivery of written notice to Debtors (which shall then serve notice on the non-Debtor counterparties to each of the contracts so added or deleted). Any such deleted contract shall be deemed to no longer be an Assigned Contract and any contract so added shall be deemed an Assigned Contract.

21. The Debtors' assumption of the Assigned Contracts to be assigned to the Purchaser is subject to the consummation of the Sale Transaction. To the extent that an objection by a counterparty to any such Assigned Contract, including any Cure Costs/Assignment Objection or Post-Auction Objection, is not resolved prior to the Closing Date, the Debtors, with the prior specific written consent of the Purchaser and in accordance with the Purchase Agreement, may elect to: (a) not assume and assign to the Purchaser such Assigned Contract; (b) postpone the assumption of such Assigned Contract until the resolution of such objection; or (c) reserve the disputed portion of any applicable Cure Cost and assume such Assigned Contract on the Closing Date. So long as there are no other unresolved objections to the assumption and assignment of such applicable Assigned Contract, the Debtors can, without further delay, assume and assign such Assigned Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse would be limited to any funds agreed by Purchaser to be held in reserve, pending resolution of any disputed Cure Cost.

22. All counterparties to the Assigned Contracts to be assigned to the Purchaser shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtors or the Purchaser for any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Purchased Assets.

23. In accordance with section 365 of the Bankruptcy Code, the Debtors have shown that Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the Purchase Agreement on the Closing Date and thereafter, and the Purchaser is able to provide adequate assurance of its future performance to counterparties to the Assigned Contracts.

24. For the avoidance of doubt, the Debtors are authorized under section 1113 of the Bankruptcy Code to assume and assign all collective bargaining agreements set forth on Schedule 2.1(d) to the Purchase Agreement; provided that such collective bargaining agreements assigned to Purchaser shall include and incorporate, and shall be subject in all respects to the terms and conditions of, those certain [add details of various MOUs between Purchaser and applicable Unions].

25. **Purchaser's Standing; Debtors' Standing.** The Purchaser shall have standing to object to the allowance of claims (as such term is defined in section 101(5) of the Bankruptcy Code) asserted against the Debtors or their estates that constitute obligations assumed by the Purchaser pursuant to the terms of the Purchase Agreement. Nothing in this Order shall: (a) divest the Debtors of their standing or duty as debtors-in-possession under the Bankruptcy Code from reconciling claims asserted against the Debtors or their estates and objecting to any such claims

that should be reduced, reclassified or otherwise disallowed; or (b) obligate the Purchaser to object to any claims.

26. ***Ipso Facto* Clauses Ineffective.** With respect to the Assigned Contracts, in connection with the Sale Transaction: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 or 1113 of the Bankruptcy Code; (b) the Debtors may assign each Assigned Contract in accordance with sections 363, 365 and/or 1113 of the Bankruptcy Code, and any provisions in any Assigned Contract that directly or indirectly prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363, 365 and/or 1113 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied; and (d) effective upon the Closing Date, or any later applicable effective date of assumption with respect to a particular Assigned Contract, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing, or such later applicable effective date, and the Assigned Contracts shall remain in full force and effect for the benefit of the Purchaser, notwithstanding any provision in any Assigned Contract (including those of the type described in sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contract and the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption by the Debtors and assignment to the Purchaser, except as otherwise provided in the Purchase Agreement.

To the extent any provision in any Assigned Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any “change of control” provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Debtors’ Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Debtors’ Chapter 11 Cases, (C) the Debtors’ assumption and assignment of such Assigned Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the Non-Debtor Counterparty to prohibit, restrict, or condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the Non-Debtor Counterparty to terminate or recapture such Assigned Contract, impose any penalty, additional payments, damages, or other financial accommodations in favor of the Non-Debtor Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale Transaction pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

27. **Prohibition of Actions Against Purchaser.** Except as expressly provided in the Purchase Agreement or by this Order, all Persons and Entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants, and other Persons or

Entities, holding or asserting any Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances) of any kind or nature whatsoever arising prior to the Closing Date against or in the Debtors or the Debtors' interests in the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated, or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether imposed by agreement, understanding, law, equity, or otherwise), including, without limitation, the non-Debtor party or parties to each Assigned Contract to be assigned to the Purchaser holding claims arising prior to the Closing Date, shall be and hereby are forever barred, estopped and permanently enjoined to the fullest extent permitted by section 363(f) of the Bankruptcy Code from asserting, prosecuting or otherwise pursuing such pre-Closing Date Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances) against the Purchaser or its affiliates, successors, assigns, equity holders, directors, officers, employees or professionals, the Purchased Assets, or the interests of the Debtors in such Purchased Assets (other than Permitted Encumbrances and Assumed Liabilities including the Assumed Secured Debt, as and to the extent set forth in the Purchase Agreement). Following the Closing, and to the fullest extent permitted by section 363(f) of the Bankruptcy Code, no holder of a pre-Closing Date Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances) against the Debtors or any of the Purchased Assets shall interfere with the Purchaser's title to or use and enjoyment of the Debtors' interest in the Purchased Assets based on or related to such Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances), and, except as otherwise provided in the Purchase Agreement or this Order, all such Liabilities and Encumbrances (other

than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances), if any, shall be, and hereby are transferred and will attach to the net available proceeds from the sale of the Purchased Assets in the order of their priority, with the same validity, force, and effect which they have against such Purchased Assets as of the Closing, subject to any rights, claims, and defenses that the Debtors' estates and the Debtors, as applicable, may possess with respect thereto. All Persons and Entities are hereby permanently enjoined from taking any action, or engaging in any inaction, that would impede, delay, interfere with or otherwise adversely affect the ability of the Debtors to transfer the Purchased Assets (or any portion thereof) to the Purchaser in accordance with the terms of this Order or the ability of the Purchaser to use or enjoy the Purchased Assets (or any portion thereof) after the Closing.

28. Subject to the Closing, none of the Purchaser or its affiliates, successors, assigns, equity holders, officers, directors, employees, agents, or professionals shall have or incur any obligation or liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors, or assigns, arising out of or relating to the negotiation, investigation, preparation, execution, delivery or performance of the Purchase Agreement and the entry into and consummation of the sale of the Purchased Assets, except as expressly provided in the Purchase Agreement and this Order.

29. **Good Faith.** The Purchase Agreement has been entered into by the Purchaser in good faith and the Purchaser is a good faith purchaser of the Purchased Assets as that term is used in Bankruptcy Code section 363(m). The Purchaser is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

30. There is no evidence that the Debtors or the Purchaser have engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale Transaction

to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, or any other applicable law.

31. **No Bulk Sales Law.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction. No obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment is due to any person in connection with the Purchase Agreement or the transactions contemplated hereby or thereby for which the Purchaser is or will become liable.

32. **No Fraudulent Transfer.** The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the sale of the Purchased Assets may not be avoided, or costs or damages imposed or awarded under Bankruptcy Code section 363(n) or any other provision of the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, or any other similar federal or state laws.

33. **Licenses; Permits.** To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors with respect to the Purchased Assets and the Assigned Contracts, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date.

34. Without limiting the provisions of paragraph 33 above, but subject to Bankruptcy Code section 525(a), no governmental unit may revoke or suspend any right, license, trademark or

other permission relating to the use of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the sale of the Purchased Assets.

35. **Record Retention.** Pursuant to the terms of and subject to the conditions contained in the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records subject to the terms of, and for the specified purposes set forth in, and in accordance with, Sections 7.1(d) and 7.5 of the Purchase Agreement.

36. **Conflicts.** To the extent this Order is inconsistent with any prior order or pleading filed in these Chapter 11 Cases, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Purchase Agreement, the terms of this Order shall govern.

37. **Subsequent Plan Provisions.** Nothing contained in any chapter 11 plan confirmed in the Debtors' Chapter 11 Cases, or any order confirming any such plan or in any other order in these Chapter 11 Cases (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the Purchase Agreement or this Order.

38. **Binding Nature of Order.** This Order and the Purchase Agreement shall be binding in all respects upon all creditors and interest holders of the Debtors, all non-debtor parties to the Assigned Contracts, any statutory committee appointed in these Chapter 11 Cases, all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, "responsible persons," or other fiduciaries appointed in the Chapter 11 Cases or upon

a conversion of the Debtors' cases to cases under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee; and the Purchase Agreement shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Purchaser hereunder shall remain effective and, notwithstanding such dismissal or conversion, shall remain binding on parties-in-interest.

39. **Failure to Specify Provisions.** The failure specifically to include or make reference to any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement is authorized and approved in its entirety subject to paragraph 29 of this Order.

40. **Standing.** The Purchase Agreement shall be in full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

41. **Retention of Jurisdiction.** The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order, including, without limitation, the authority to: (a) interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided in this Order), the terms of the Purchase Agreement, all amendments thereto and any waivers and consents thereunder; (b) protect the Purchaser, or the Purchased Assets, from and against any of the Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances); (c) compel delivery of all Purchased Assets to the Purchaser; and (d) resolve any disputes arising under or related to the Purchase Agreement or the sale of the Purchased Assets.

42. **Non-Material Modifications.** The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court; *provided, however*, that any such modification, amendment, or supplement is neither material nor materially changes the economic substance of the transactions contemplated hereby.

43. **Conditions Precedent.** Neither the Purchaser nor the Debtors shall have an obligation to close the Sale Transaction until all conditions precedent in the Purchase Agreement to each of their respective obligations to close the Sale Transaction have been met, satisfied, or waived in accordance with the terms of the Purchase Agreement.

44. **Further Assurances.** From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Purchase Agreement including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in Purchaser its right, title and interest in and to the Purchased Assets.

45. **Personally Identifiable Information.** After giving due consideration to the facts, circumstances, and conditions of the Purchase Agreement, the Sale Transaction is consistent with the Debtors' privacy policies concerning personally identifiable information and no showing was made that the sale of any personally identifiable information contemplated in the Purchase Agreement, subject to the terms of this Order, would violate applicable non-bankruptcy law.

46. **Reservation of Rights.** Nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting or otherwise impair or diminish any

right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

47. **No Stay of Order.** Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rule 6004(h) and 6004(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry; (b) the Debtors are not subject to any stay of this Order or in the implementation, enforcement, or realization of the relief granted in this Order; and (c) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a) and shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

Dated: Wilmington, Delaware
[], 2024

Honorable []
United States Bankruptcy Judge

EXHIBIT 1

Asset Purchase Agreement

THIS IS **EXHIBIT "M"** REFERRED TO IN THE AFFIDAVIT
OF SPENCER WARE, SWORN BEFORE ME
THIS 19TH DAY OF AUGUST, 2024.

A handwritten signature in blue ink, appearing to read "L. Fraser-Richardson", written over a horizontal line.

LINDA FRASER-RICHARDSON
A Commissioner for taking Affidavits
(or as may be)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*¹,

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 20, 241, 297, 305,
313, 348, 499, and 503

**ORDER (A) APPROVING THE SALE OF CERTAIN OF
THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES, AND OTHER INTERESTS, (B) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES RELATED THERETO, AND (C) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² dated June 12, 2024 [Docket No. 20] of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) pursuant to sections 105(a), 363, 365, and 1113 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Bankruptcy Rules**”) for an order (this “**Order**”), among other things: (a) authorizing and approving the entry into and performance under the terms and conditions of that certain First Amended Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit 1**, and which for purposes of this Order shall

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion or the Purchase Agreement, as applicable.

include all exhibits, schedules and ancillary documents related thereto and hereto, including the Ancillary Documents (collectively, and as may be amended, supplemented or restated, the “**Purchase Agreement**”), by and among certain of the Debtors, on the one hand (such Debtors, as identified on Schedule A to the Purchase Agreement, collectively the “**Debtor Sellers**”), and Bus Company Holdings US, LLC and Newcan Coach Company ULC (including their respective permitted affiliates, subsidiaries, designees, successors and assignees under the Purchase Agreement, collectively, the “**Purchaser**”), and Supplemental Assumed Claims Company, LLC (“**Supplemental Claims Company**”), on the other hand; and the Auction having been cancelled in accordance with the Bidding Procedures; and the Debtor Sellers having determined, in their business judgment, that the Qualified Bid by Purchaser for the Assets was the highest and otherwise best Qualified Bid received with respect to the Purchased Assets; and the Sellers having filed the notice of successful bidder [Docket No. 503], designating Purchaser or its designee as the Successful Bidder for the Purchased Assets; (b) approving the sale (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the Purchase Agreement, the “**Sale Transaction**”) of certain of the assets of the Debtors as set forth in the Purchase Agreement (the “**Purchased Assets**”), free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances); (c) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the “**Assigned Contracts**”) and the assumption of the Assumed Liabilities (including the Assumed Secured Debt), each as more fully described in the Purchase Agreement as and to the extent set forth in the Purchase Agreement; and (d) approving the form and manner of notice of the foregoing; and the Court having held a hearing on August 13, 2024 (the “**Sale Hearing**”) to consider the Motion and to consider approval of the Sale Transaction; and the Court having reviewed and considered the

relief sought in the Motion with respect to the Sale Transaction, the declarations submitted in support of the Motion, all objections to the Motion and the Debtors' responses thereto at the Sale Hearing, and the arguments of counsel made, and the declarations admitted into evidence at the Sale Hearing; and all parties-in-interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in this Order; and due and sufficient notice of the Motion and the Sale Hearing having been given under the particular circumstances and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby;

FOUND, CONCLUDED, AND DETERMINED THAT³:

A. **Jurisdiction and Venue.** This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory bases for the relief requested in the Motion are: (i) sections 105, 363, 364, 365, and 1113 of the Bankruptcy Code; (ii) Bankruptcy Rules

³ The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. Furthermore, any findings of fact or conclusions of law made by the Court on the record at the close of the Sale Hearing are incorporated herein pursuant to Bankruptcy Rule 7052.

2002(a)(2), 6003, 6004, 6006, 9007, 9008, and 9014; and (iii) Local Bankruptcy Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Bankruptcy Rules.

C. **Bidding Procedures.** On July 9, 2024, the Court entered an order [Docket No. 241] (the “**Bidding Procedures Order**”), which, among other things, (i) authorized and approved the Bidding Procedures in connection with the sale of substantially all of the assets of the Debtors (the “**Assets**”), including the Purchased Assets; (ii) approved procedures for the assumption and assignment of contracts, including the manner in which the notice of potential assignment of the Assigned Contracts and potential Cure Costs related thereto (the “**Potential Assumption and Assignment Notice**”) were provided to non-Debtor counterparties to the Debtors’ executory contracts and unexpired leases; (iii) approved the form and manner of notice of the Auction and the Sale Hearing; (iv) scheduled the Sale Hearing and set other related dates and deadlines; and (v) granted related relief.

D. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair and reasonable opportunity for any Person or Entity to make a higher and otherwise better offer to purchase the Purchased Assets. The Debtors and their professionals adequately marketed the Assets and conducted the marketing and sale process in accordance with the Bidding Procedures and the Bidding Procedures Order. The Debtors determined that the Purchase Agreement constituted the highest and best offer with respect to the Purchased Assets and selected the Purchase Agreement as the Successful Bid with respect to the Purchased Assets. The Debtors therefore determined in a valid and sound exercise of their business judgment, and in accordance with the Bidding Procedures and Bidding Procedures Order, that the highest and best Qualified Bid for the Purchased Assets is that of the Purchaser and that

the Purchase Agreement will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative.

E. **Stalking Horse Designation.** On July 19, 2024, the Court entered an order [Docket No. 305] (i) approving the designation of the Purchaser as the stalking horse bidder for the Purchased Assets, (ii) approving the Debtors' entry into the Purchase Agreement, (iii) approving the bid protections provided to Purchaser, including a break-up fee and an expense reimbursement, and (iv) granting related relief.

F. **Marketing Process.** The Debtors and their advisors thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in a fair and open manner, soliciting offers to acquire the Purchased Assets from a wide variety of parties. The sale process and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any Person or any entity (as such term is defined in the Bankruptcy Code, an "**Entity**") that expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have an interest in acquiring, and be permitted and able to acquire, the Purchased Assets, to conduct due diligence, make an offer to purchase the Debtors' assets, including, without limitation, the Purchased Assets, and submit higher and otherwise better offers for the Purchased Assets than Purchaser's Successful Bid. The Debtors and Purchaser have negotiated and undertaken their roles leading to the Sale Transaction and entry into the Purchase Agreement in a diligent, non-collusive, fair, reasonable, and good faith manner. The sale process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures resulted in the highest and otherwise best offer for the Purchased Assets for the Debtors and their estates, was in the best interests of the Debtors, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. The Debtors' determinations that

the Purchase Agreement constitutes the highest and otherwise best offer for the Purchased Assets and maximizes value for the benefit of the Debtors' estates constitutes a valid and sound exercise of the Debtors' business judgment and are in accordance and compliance with the Bidding Procedures and the Bidding Procedures Order. The Purchase Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or Entity has offered to purchase the Purchased Assets for greater overall value to the Debtors' estates than the Purchaser. Approval of the Motion (as it pertains to the Sale Transaction) and the Purchase Agreement and the consummation of the transactions contemplated thereby will maximize the value of each of the Debtors' estates and are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. There is no legal or equitable reason to delay consummation of the transactions contemplated by the Purchase Agreement, including without limitation, the Sale Transaction.

G. **Notice.** As evidenced by the certificates of service filed with the Court, actual written notice of the Motion and the relief requested therein (including the assumption and assignment of the Assigned Contracts to Purchaser and any Cure Costs related thereto) was provided to the following parties (the "**Notice Parties**"): (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) counsel to the official committee of unsecured creditors appointed in the Chapter 11 Cases (the "**Committee**"); (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the

jurisdictions to which the Debtors are subject; (k) all environmental authorities having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors' business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors' executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the Purchase Agreement) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; (x) all of the Debtors' other known creditors and equity security holders; and (y) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service.

H. In addition to the foregoing notice, the Debtors posted the Notice of Auction and Sale Hearing and the relief requested in this Order on the website of the Debtors' claims and noticing agent, Kroll Restructuring Administration LLC on July 16, 2024.

I. Notice of the Sale Transaction, the Motion, the time and place of the proposed Auction, the time and place of the Sale Hearing, the proposed entry of this Order, and the time for filing objections to the Motion (the "**Sale Notice**") was reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Auction, and the Sale Hearing. Such notice was sufficient and appropriate under the particular circumstances. A form of this

Order and the Purchase Agreement, each of which were modified to reflect, among other things, resolution of certain issues raised by the Committee related to the Sale Transaction via the creation of the Supplemental Assumed Claims Fund and the assumption of the Supplemental Assumed Claims by Supplemental Claims Company on a non-recourse basis, were filed with the Court on August 9, 2024 [Docket No. 508]. No other or further notice of the Sale Transaction, the Motion, the Auction, the Sale Hearing, or of the entry of this Order is necessary or shall be required.

J. In accordance with the Bidding Procedures Order, the Debtors have served the Potential Assumption and Assignment Notice on all non-Debtor counterparties to the Debtors' executory contracts and unexpired leases, which Potential Assumption and Assignment Notice identifies with respect to each executory contract or unexpired lease the amount, if any, required to cure any default and/or actual pecuniary loss to the non-Debtor counterparty resulting from such default including, but not limited to, all claims, demands, charges, rights to refunds, and monetary and non-monetary obligations that such non-Debtor counterparty can assert under such executory contract or unexpired lease, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to such executory contract or unexpired lease (the foregoing amounts as stated in the Potential Assumption and Assignment Notice, the "**Cure Costs**"). The service and provision of the Potential Assumption and Assignment Notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assigned Contracts or establishing a Cure Cost for any Assigned Contract. Non-Debtor counterparties to the Assigned Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Assigned Contract and the Cure Cost set forth in the

Potential Assumption and Assignment Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection to the stated Cure Costs or assignment has expired and to the extent any party timely filed a Cure Costs/Assignment Objection or Post-Auction Objection by the respective Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline (each as defined in the Assumption and Assignment Procedures), all such objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties, including but not limited to the Purchaser. To the extent that any such party did not timely file a Cure Costs/Assignment Objection or Post-Auction Objection by the deadline stated in the Potential Assumption and Assignment Notice, such party shall be deemed to have consented to (i) the assumption and assignment of the Assigned Contract to the Purchaser, and (ii) the proposed Cure Cost set forth on the Potential Assumption and Assignment Notice.

K. As evidenced by the certificates of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Sale Transaction, the potential assumption and assignment of the Assigned Contracts (including Cure Costs related thereto), and the assumption on a non-recourse basis of Supplemental Assumed Claims by Supplemental Claims Company and the establishment of the Supplemental Assumed Claims Fund for purposes of providing a source of recovery for the benefit of holders of Supplemental Assumed Claims, has been provided in compliance with the Bidding Procedures Order and in accordance with Bankruptcy Code sections 105(a), 363, 365, and 1113, and Bankruptcy Rules 2002, 4001, 6004,

6006, 9006, 9007, 9008 and 9014, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, or the Sale Transaction is or shall be required.

L. **Corporate Authority.** The Debtors have full corporate power and authority to execute the Purchase Agreement and all other documents contemplated thereby and the Debtors' sale of the Purchased Assets has been duly and validly authorized by all necessary corporate action. The Debtors have all of the corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement. The Debtors have taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtors to consummate such transactions.

M. **Title to Purchased Assets.** The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and lawful owner of the Purchased Assets. Subject to Bankruptcy Code sections 363(f) and 365(a), the transfer of each of the Purchased Assets to Purchaser, in accordance with the Purchase Agreement will be, as of the Closing Date (as defined in the Purchase Agreement), a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest Purchaser with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company).

N. **Sale in the Best Interest of the Debtors' Estates.** The Debtors have articulated good and sufficient business reasons for the Court to authorize (i) the Debtor Sellers' entry into the Purchase Agreement and consummation of the Sale Transaction including the sale of the Purchased Assets to the Purchaser pursuant to the terms of the Purchase Agreement and this Order, (ii) the assumption and assignment of the Assigned Contracts as set forth herein and in the Purchase Agreement, and (iii) the assumption of the Assumed Liabilities (including the Assumed Secured Debt) on the terms set forth herein and in the Purchase Agreement. Entry into the Purchase Agreement and consummation of the Sale Transaction pursuant to this Order are sound exercises of business judgment, and such acts are in the best interests of the Debtors, their estates and creditors, and all parties-in-interest.

O. The Debtors have articulated good and sufficient business reasons justifying the sale of the Purchased Assets to the Purchaser. Additionally, as provided in the Declaration of John Sallstrom in support of the Motion [Docket No. 21]: (i) the Debtors conducted a robust marketing process to sell the Purchased Assets and the Purchase Agreement constitutes the highest and best offer for the Purchased Assets; (ii) the Bidding Procedures utilized were designed to yield the highest or otherwise best bids for the Purchased Assets; (iii) the Purchase Agreement and the closing of the Sale Transaction present the best opportunity to realize the highest value for the Purchased Assets; (iv) there is risk of deterioration of the value of the Purchased Assets if the Sale Transaction is not consummated promptly; and (v) the Purchase Agreement and the sale of the Purchased Assets to the Purchaser provide greater value to the Debtors' estates than would be provided by any other presently available alternative.

P. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose for the sale outside of: (i) the ordinary course of business, pursuant to

Bankruptcy Code section 363(b); and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the Sale Transaction is necessary and appropriate to maximize the value of the Debtors' estates.

Q. Good Faith of Debtors and Purchaser. There is no evidence before the Court of any collusion in connection with the sale process for the Purchased Assets. The Purchase Agreement was negotiated and is undertaken by the Debtor Sellers, the Purchaser, and Supplemental Claims Company at arm's-length and in good faith within the meaning of Bankruptcy Code section 363(m). Neither the Purchaser nor Supplemental Claims Company is an "insider" of any of the Debtors as that term is defined by Bankruptcy Code section 101(31). The Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets, complied with the Bidding Procedures and the Bidding Procedures Order, and agreed to, and did, subject its bid to the competitive Bidding Procedures approved in the Bidding Procedures Order. Purchaser and/or Supplemental Claims Company in no way induced or caused the chapter 11 filing by the Debtors. Neither Purchaser nor Supplemental Claims Company have engaged in any conduct that would cause or permit the Sale Transaction or the Purchase Agreement to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code by any action or inaction. No common identity of directors, managers, officers, or controlling stockholders exist between Purchaser or Supplemental Claims Company, on the one hand, and any of the Debtors, on the other hand. As a result of the foregoing, the Purchaser and Supplemental Claims Company are entitled to the protections of Bankruptcy Code section 363(m), including in the event this Order or any portion thereof is reversed or modified on appeal, and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases.

R. All payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale Transaction, including the assumption of the Assumed Secured Debt, and assumption of other Assumed Liabilities (other than Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) as and to the extent set forth in the Purchase Agreement, have been disclosed. All payments to be made by Supplemental Claims Company to the Supplemental Assumed Claims Fund for the benefit of holders of Supplemental Assumed Claims as and to the extent set forth in the Purchase Agreement, have been disclosed.

S. There is no evidence that the Debtors, the Purchaser or Supplemental Claims Company engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale Transaction to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, or any other applicable law including laws applicable in Canada.

T. The Purchase Agreement was not entered into, and the Sale Transaction is not consummated, for the purpose of hindering, delaying or defrauding the Debtors' creditors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or any other applicable law. Neither the Debtor Sellers, the Purchaser, nor Supplemental Claims Company have entered into the Purchase Agreement (including, in respect of Supplemental Claims Company, provisions associated with the assumption of the Supplemental Assumed Claims on a non-recourse basis for payment of the Supplemental Assumed Claims from the Supplemental Assumed Claims Fund), or is consummating the Sale Transaction, for any fraudulent or otherwise improper purpose.

U. **Consideration.** The total consideration provided by the Purchaser for the Purchased Assets represents the highest and best offer received by the Debtors for the Purchased Assets, and the Purchase Price constitutes reasonably equivalent value and fair consideration under and as such terms are defined in the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code, and any other applicable laws of the United States, any state, territory, possession, or the District of Columbia, or any applicable laws in Canada.

V. **Free and Clear.** The Debtors may sell the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) to the fullest extent permitted by section 363(f) of the Bankruptcy Code because, with respect to each creditor asserting a lien, claim, interest or encumbrance, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)–(5) has been satisfied. Those holders of Liabilities and Encumbrances that did not object to or that withdrew their objections to the sale of the Purchased Assets or the Motion are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code, and are barred from challenging the Motion, the Sale Transaction, or the sale of the Purchased Assets free and clear of Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances). Those holders of Liabilities or Encumbrances that did object fall within one or more of the other subsections of Bankruptcy Code section 363(f) or are adequately protected by having their Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), if any, attach to the proceeds of the Sale Transaction ultimately attributable to the Purchased Assets in which such holders allege a Liability or Encumbrance, in the same order of priority, with the same validity, force and effect that each such holder had prior

to the Sale Transaction, and subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

W. The Purchaser would not have entered into the Purchase Agreement and would not agree to consummate the Sale Transaction if the sale of the Purchased Assets to the Purchaser were not free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than the Supplemental Assumed Claims, which shall be assumed exclusively by Supplemental Claims Company on a non-recourse basis) to the fullest extent permitted pursuant to Bankruptcy Code section 363(f) or if the Purchaser would, or in the future could, be liable for any of such Liabilities and Encumbrances.

X. **No Successor Liability.** The Sale Transaction contemplated under the Purchased Agreement does not amount to a consolidation, merger, or de facto merger of the Purchaser and the Debtors or the Debtors' estates: there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Purchaser is not a successor or assignee of the Debtors or their estates for any purpose, including but not limited to under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental (to the extent permitted by law), escheat or unclaimed property laws, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), and Purchaser and its affiliates shall have no liability or obligation under the Workers Adjustment and Retraining Act (the "**WARN Act**"), 929 U.S.C. §§ 210 et seq. or the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), and shall not be deemed to be a

“successor employer” for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act and/or the Fair Labor Standards Act. Other than the Assumed Liabilities as and to the extent set forth in the Purchase Agreement, the Purchaser Group shall have no liability or obligations of any kind, character, or nature whatsoever with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities or relating to any of the Excluded Assets, and the Debtors hereby irrevocably release and forever discharge the Purchaser and any of the Purchaser’s successors and assigns from any and all Claims, Actions, obligations, Liabilities, demands, damages, losses, costs, and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale and assignment of the Purchased Assets, except for, and to the extent of, the Assumed Liabilities (including the Assumed Secured Debt but excluding the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company with recourse solely against the Supplemental Assumed Claims Fund) assumed in accordance with and arising expressly under the Purchase Agreement.

Y. The Purchaser would not have acquired the Purchased Assets but for the protections against potential claims based upon successor liability, de facto merger, or theories of similar effect that are set forth in this Order.

Z. **Assigned Contracts.** The Debtors have proven and demonstrated that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the

Purchaser in connection with the consummation of the Sale Transaction, and the assumption and assignment of the Assigned Contracts to the Purchaser is in the best interests of the Debtors, their estates and creditors and all parties-in-interest. The Assigned Contracts being assigned to the Purchaser are an integral part of the Purchased Assets being purchased by the Purchaser, and accordingly, such assumption and assignment of such Assigned Contracts is reasonable and enhances the value of the Debtors' estates.

AA. The Cure Costs with respect to the Assigned Contracts are deemed to be the entire cure obligation due and owing under such Assigned Contracts under Bankruptcy Code section 365(b). To the extent that any non-Debtor counterparty to an Assigned Contract failed to timely file an objection to the proposed Cure Cost filed with the Bankruptcy Court and associated with such Assigned Contract, the Cure Cost listed in the Potential Assumption and Assignment Notice with respect to such Assigned Contract shall be deemed to be the entire cure obligation due and owing under such Assigned Contract.

BB. Each respective provision of the Assigned Contracts or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Assigned Contracts (including, without limitation, any provisions purporting to prohibit possession or control of leased property by any party other than the applicable Debtor counterparty or its affiliates) has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365.

CC. Assumption and assignment of any Assigned Contract pursuant to this Order and the Purchase Agreement and full payment of any applicable Cure Cost shall result in the full release and satisfaction of any and all cures, claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting change in control or ownership interest composition or

other bankruptcy-related defaults, arising under any Assigned Contract at any time prior to the Closing Date, and shall relieve the Debtors and their estates from any liability for any breach of such Assigned Contract occurring after such assignment.

DD. The Purchaser has demonstrated adequate assurance of future performance of all Assigned Contracts to be assigned to the Purchaser, within the meaning of Bankruptcy Code section 365.

EE. Upon the assignment to the Purchaser: (i) each Assigned Contract shall be deemed valid and binding and in full force and effect in accordance with its terms, and all defaults thereunder, if any, shall be deemed cured upon payment of the relevant Cure Cost (if applicable), subject to the provisions of this Order and the Purchase Agreement; and (ii) the Purchaser shall assume all obligations under each such Assigned Contract.

FF. **Supplemental Assumed Claims.** The monetary amount contributed to the Supplemental Assumed Claims Fund by Supplemental Claims Company (\$3.5 million) is not and has never been property of the Debtors' estates. Supplemental Claims Company has a business justification for assuming the Supplemental Assumed Claims, including because Supplemental Claims Company or its affiliates benefit or may benefit from the holders of Supplemental Assumed Claims continuing to provide goods and services to the Debtors during the Bankruptcy Case and continuing to provide goods and services to the Purchaser after the Sale. The Supplemental Assumed Claims Fund benefits the Debtors' estates because it maximizes the recoveries of other creditors of the Debtors by reducing claims against the Debtors' estates.

GG. Neither the Sale nor the Purchase Agreement impermissibly restructures the rights of any of the Debtors' creditors or impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. Nothing in this Order is approving any disclosure statement, plan,

or a finding of fact or conclusion of law in connection therewith. Further, nothing in this Order is approving any distribution of the Debtors' assets that would be inconsistent with the Bankruptcy Code's priority scheme, including the timing and/or amount of money to be paid to creditors in any future plan.

HH. Injunctive Relief. The injunction set forth in this Order against creditors (including holders of Supplemental Assumed Claims, which shall have recourse, with respect to such Supplemental Assumed Claims, only against the Supplemental Assumed Claims Fund) and third parties pursuing claims against, and Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) on, the Purchased Assets is necessary to induce the Purchaser to close the Sale Transaction and to induce the Supplemental Claims Company to assume the Supplemental Assumed Claims on a non-recourse basis and on the other terms set forth in the Purchase Agreement, and the issuance of such injunctive relief is therefore necessary and appropriate to avoid irreparable injury to the Debtors' estates and will therefore benefit the Debtors' creditors.

II. Record Retention. Pursuant to the terms of and subject to the conditions in Sections 7.1(d) and 7.5 of the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records for the specified purposes set forth in, and in accordance with, the Purchase Agreement.

JJ. Valid and Binding Contract; Validity of Transfer. The Purchase Agreement is a valid and binding contract between the Debtors, Purchaser, and Supplemental Claims Company and shall be enforceable pursuant to its terms. The Purchase Agreement and the Sale Transaction itself, and the consummation thereof shall be specifically enforceable against and binding upon

(without posting any bond) the Debtors, and any chapter 11 trustee appointed in these Chapter 11 Cases, or in the event the Chapter 11 Cases are converted to a case under chapter 7 of the Bankruptcy Code, a chapter 7 trustee, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), 365(1), and 1113 of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

KK. Personally Identifiable Information. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

LL. No *Sub Rosa* Plan. The Sale Transaction, including the assumption by Supplemental Claims Company on a non-recourse basis of the Supplemental Assumed Claims and the payment of such claims from the Supplemental Assumed Claims Fund, does not constitute a *sub rosa* chapter 11 plan. The Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for any of the Debtors.

MM. Legal and Factual Bases. The legal and factual bases set forth in the Motion and on the record at the Sale Hearing establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties-in-interest.

NN. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Order, and, sufficient cause having

been shown, waives any such stay, and expressly directs entry of judgment as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Purchase Agreement. The Purchaser and Supplemental Claims Company, being good faith purchasers under section 363(m) of the Bankruptcy Code, may at their discretion close the Sale Transaction contemplated by the Purchase Agreement at any time after entry of this Order.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. **Motion is Granted.** The Motion and the relief requested therein as it pertains to the Sale Transaction is **GRANTED**, to the extent set forth herein.

2. **Objections Overruled.** Any Objection to the Motion, the Sale Transaction, or any other relief granted in this Order, including, without limitation, any objections to Cure Costs or relating to the cure of any defaults under any of the Assigned Contracts or the assumption and assignment of any of the Assigned Contracts to the Purchaser by the Debtors, to the extent not resolved, adjourned for hearing on a later date, waived or withdrawn, or previously overruled, and all reservations of rights included therein, is hereby **OVERRULED** and **DENIED** on the merits.

3. **Ratification of Bidding Procedures.** The Bidding Procedures utilized by the Debtors with respect to the Sale Transaction are hereby ratified and were appropriate under the circumstances in order to maximize the value obtained from the Sale Transaction for the benefit of the estates.

4. **Adequate Notice.** Notice of the Motion, the Sale Hearing, Purchase Agreement, the Auction, and the relief granted in this Order was fair and equitable under the circumstances

and complied in all respects with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, the Local Bankruptcy Rules, the Assumption and Assignment Procedures, the Bidding Procedures Order, and the orders of the Bankruptcy Court.

5. **Approval.** The Purchase Agreement and the Sale Transaction are hereby **APPROVED** in all respects, and the Debtors are authorized to enter into and perform under the Purchase Agreement and all other ancillary documents associated therewith and/or required thereunder. Each of the Debtors, the Purchaser, and Supplemental Claims Company are hereby authorized and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale Transaction and the Closing in accordance with the Motion, the Purchase Agreement, and this Order; (b) assume and assign the Assigned Contracts to be assigned to the Purchaser pursuant to the Purchase Agreement; (c) provide for the assumption of the Assumed Liabilities (including the Assumed Secured Debt) as and to the extent set forth in the Purchase Agreement; (d) provide for the assumption of the Supplemental Assumed Claims by Supplemental Claims Company on a non-recourse basis and the payment of such Supplemental Assumed Claims from the Supplemental Assumed Claims Fund; and (e) perform, consummate, implement and close fully the Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement. Neither Purchaser nor Supplemental Claims Company shall be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to enforce any of their remedies under the Purchase Agreement or any other Ancillary Document. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order and/or the Purchase Agreement.

6. **Transfer of Purchased Assets Free and Clear of Liens.** Pursuant to sections 105(a), 363(b), 363(f), and 1113, the Debtors are hereby authorized and directed to consummate, the sale, transfer and assignment of all of the Debtors' rights, title and interest in the Purchased Assets to the Purchaser in accordance with the Purchase Agreement, and such transfer to the Purchaser of the Debtors' rights, title, and interest in the Purchased Assets pursuant to the Purchase Agreement shall be, and hereby is deemed to be, a legal, valid, and effective transfer of the Debtors' rights, title, and interest in the Purchased Assets, and shall vest with or in the Purchaser all rights, title, and interest of the Debtors in the Purchased Assets, free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), including but not limited to successor or successor-in-interest liability and claims in respect of the Excluded Liabilities, to the fullest extent permitted by section 363(f) of the Bankruptcy Code, with any Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) attaching to the net available proceeds with the same validity, extent, and priority as immediately prior to the sale of the Purchased Assets, subject to the provisions of the Purchase Agreement and this Order, and any rights, claims, and defenses of the Debtors and other parties-in-interest. Except as otherwise expressly provided in the Purchase Agreement (including with respect to the Assumed Secured Debt), all Encumbrances and Liabilities (other than Permitted Encumbrances) shall not be enforceable as against any member of the Purchaser Group (as defined below) or the Purchased Assets.

7. Unless expressly included in the Assumed Liabilities and Permitted Encumbrances, neither the Purchaser nor Supplemental Claims Company, nor any of the Purchaser's or Supplemental Claims Company's affiliates (including any subsidiary of Purchaser or Supplemental Claims Company, nor any person or entity that could be treated as a single employer with the Purchaser or Supplemental Claims Company pursuant to Section 4001(b) the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended ("IRC") (collectively, the "**Purchaser Group**") shall be obligated or responsible for any Liabilities and/or Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) in respect of any of the following: (a) any labor or employment agreements; (b) any mortgages, deeds of trust and security interests; (c) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors; (d) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) ERISA, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection Act, (xii) the Pension Protection Act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), (xv) state discrimination laws, (xvi) state unemployment compensation laws or any other similar state laws, or (xvii) any other state or federal benefits or claims relating to any employment with the

Debtors or any of its respective predecessors; (e) any bulk sales or similar law; (f) any tax statutes or ordinances, including, without limitation, the IRC, as amended, or any state or local tax laws; (g) any escheat or unclaimed property laws; (h) to the extent not included in the foregoing, any of the Excluded Liabilities under the Purchase Agreement; and (i) any theories of successor or transferee liability.

8. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date.

9. This Order (a) is and shall be effective as a determination that other than Permitted Encumbrances and Assumed Liabilities (including the Assumed Secured Debt) as and to the extent set forth in the Purchase Agreement, all Liabilities and Encumbrances of any kind, character or nature whatsoever existing as to the Purchased Assets prior to the Closing have been unconditionally released, discharged, and terminated to the fullest extent permitted by section 363(f) of the Bankruptcy Code, and that the conveyances described herein have been effected, including, without limitation, claims in connection with any tax liability and (b) is and shall be binding upon and shall authorize all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Purchased Assets conveyed to the Purchaser. Other than Permitted Encumbrances and liens and security interests relating to the Assumed Liabilities (including the Assumed Secured Debt), all

recorded Liabilities and Encumbrances against the Purchased Assets from their records, official and otherwise, shall be deemed stricken.

10. If any person or entity which has filed statements or other documents or agreements evidencing Liabilities or Encumbrances in respect of the Purchased Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) which the person or entity has or may assert with respect to the Purchased Assets, the Debtors and the Purchaser are hereby authorized to file copies of this Order as evidence of the termination, satisfaction, and release of such Liabilities and Encumbrances. For the avoidance of doubt, the provisions of this Order authorizing the sale and assignment of the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), and free and clear of all Excluded Liabilities, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order; provided, however, that in the event the Purchaser requests that the Debtors execute and/or file such releases, termination statements, assignments, consents, or other instruments, the Debtors are authorized and directed to do so.

11. Each and every federal, state, municipal and other governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments in connection with or necessary to consummate the Sale Transaction contemplated by the Purchase Agreement.

12. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Debtors' rights, title, and interest in the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Purchaser on the Closing Date pursuant to the terms of the Purchase Agreement, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities (including the Assumed Secured Debt, as and to the extent set forth in the Purchase Agreement, but excluding the Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances), to the fullest extent permitted by Bankruptcy Code section 363(f).

13. **No Successor Liability.** Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Purchase Agreement, neither Purchaser nor any other member of the Purchaser Group shall be deemed, as a result of any action taken in connection with the purchase of the Purchased Assets or as a result of the consummation of the transactions contemplated by the Purchase Agreement, to have any successor, vicarious or other liabilities of any kind, character or nature whatsoever, including but not limited to under or in connection with any theory of antitrust, environmental (to the extent permitted by law), tax, successor or transferee liability, withdrawal liability, labor law, contract law, common law, bulk sales laws (to the extent permitted under the Bankruptcy Code) or tax law and neither Purchaser nor any other member of the Purchaser Group shall be deemed to (a) be a successor or assign (or other such similarly situated party) of the Debtors (other than with respect to the Assumed Liabilities as expressly stated in the Purchase Agreement) for any purpose including, but not limited to, any foreign, federal, state or common law or local revenue, pension, ERISA, tax, labor, employment, environmental (to the extent permitted by law), or other law, rule or regulation

(including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine and Purchaser and all other members of the Purchaser Group shall have no liability or obligation under (i) ERISA, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection act, (xii) the Pension Protection act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), or other applicable laws; (b) have, de facto or otherwise, merged with or into the Debtors; (c) be a mere continuation of the Debtors or their estates (and there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Purchaser and the Debtors, and there is no continuity of enterprise between the Purchaser and the Debtors); or (d) be holding itself out to the public as a continuation of the Debtors. Except for the Assumed Liabilities (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) as and to the extent set forth in the Purchase Agreement, the Purchaser shall have no liability, obligation or responsibility of any kind, character or nature whatsoever for any liability or other obligation of the Debtors or any other Person or Entity arising under or related to the any of Purchased Assets, the Excluded Assets, the Excluded Liabilities or

otherwise. The Motion contains sufficient notice of such limitation in accordance with Rule 6004-1 of the Local Bankruptcy Rules.

14. **Sale, Assumption and Assignment of the Assigned Contracts.** The Debtors are hereby authorized, in accordance with Bankruptcy Code sections 105(a), 363, 365, and 1113, to (a) sell, assume and assign to Purchaser, in accordance with the Purchase Agreement, effective upon the Closing Date, the Assigned Contracts free and clear of all Liabilities and Encumbrances of any kind, character or nature whatsoever (other than Permitted Encumbrances and the Assumed Liabilities (other than the Supplemental Assumed Claims) all as and to the extent set forth in the Purchase Agreement) and (b) execute and deliver to Purchaser such documents or other instruments as Purchaser may deem necessary to assign and transfer the Assigned Contracts and the Assumed Liabilities (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) to Purchaser in accordance with the Purchase Agreement.

15. With respect to the Assigned Contracts: (a) each Assigned Contract is an executory contract or unexpired lease under Bankruptcy Code sections 365 or 1113; (b) the Debtors may assume each of the Assigned Contracts in accordance with Bankruptcy Code section 365 or 1113; (c) the Debtors may assign each Assigned Contract in accordance with Bankruptcy Code sections 363, 365, and 1113, and any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the non-Debtor counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under Bankruptcy Code sections 363, 365, and/or 1113 for the assumption by the

Debtors and assignment to the Purchaser of each Assigned Contract, in accordance with the Purchase Agreement, have been satisfied; (e) the Assigned Contracts shall be transferred and assigned to, and following the Closing Date remain in full force and effect for the benefit of, the Purchaser in accordance with the Purchase Agreement, notwithstanding any provision in any such Assigned Contract (including those of the type described in Bankruptcy Code sections 365(b)(2) and (f)) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assignment to and assumption by Purchaser in accordance with the Purchase Agreement; and (f) upon the Closing Date, in accordance with Bankruptcy Code sections 363, 365, and 1113, Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assigned Contract.

16. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)) shall be cured in the ordinary course of business after the Closing by the Purchaser by payment of the Cure Costs. To the extent that any counterparty to an Assigned Contract did not object to the applicable Cure Cost or adequate future performance with respect to the Purchaser by the Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline, as applicable, such counterparty is deemed to have consented to such Cure Cost and the assumption and assignment of the applicable Assigned Contract(s) to the Purchaser in accordance with the Purchase Agreement. For the avoidance of doubt, all potential cure objections of New Jersey Transit Corporation are hereby preserved, and all parties rights with regard to same are reserved.

17. Unless otherwise represented by the Debtors in a separate pleading, in open court at the Sale Hearing, or pursuant to a contract or lease amendment entered into by the Debtors, Purchaser, and the appropriate contract or lessor counterparty (any such amendment being deemed approved by this Order), in each foregoing instance, subject to the prior consent of Purchaser, the Potential Assumption and Assignment Notice reflects the sole amounts necessary under Bankruptcy Code section 365(b) to cure all monetary defaults under the Assigned Contracts, and no other amounts are or shall be due in connection with the assumption by the Debtors and the assignment to Purchaser of the Assigned Contracts in accordance with the Purchase Agreement.

18. Upon the Debtors' assignment of the Assigned Contracts to Purchaser under the provisions of this Order and any additional orders of this Court and payment of any Cure Costs pursuant to Paragraph 15 hereof, no default shall exist under any Assigned Contract, and no counterparty to any Assigned Contract shall be permitted (a) to declare a default by Purchaser under such Assigned Contract, (b) raise or assert against the Debtors or the Purchaser, or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, or (c) otherwise take action against Purchaser as a result of Debtors' financial condition, bankruptcy or failure to perform any of their obligations under the relevant Assigned Contract. Each non-Debtor party to an Assigned Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against Purchaser, any counterclaim, defense, setoff (except setoffs asserted prior to the Petition Date), recoupment, or any other claim asserted or assertable against the Debtors; and (ii) imposing or charging against

Purchaser any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment to Purchaser of any Assigned Contract in accordance with the Purchase Agreement. The validity of such assumption and assignment of each Assigned Contract shall not be affected by any dispute between the Debtors and any non-Debtors party to an Assigned Contract relating to such contract's respective Cure Costs.

19. The failure of the Debtors or Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and Purchaser's rights to enforce every term and condition of the Assigned Contracts.

20. Notwithstanding anything herein to the contrary and subject to the Purchase Agreement, Purchaser may, at any time prior to the Closing Date, make additions and deletions to the list of Assigned Contracts by delivery of written notice to Debtors (which shall then serve notice on the non-Debtor counterparties to each of the contracts so added or deleted). Any such deleted contract shall be deemed to no longer be an Assigned Contract and any contract so added shall be deemed an Assigned Contract.

21. The Debtors' assumption of the Assigned Contracts to be assigned to the Purchaser is subject to the consummation of the Sale Transaction. To the extent that an objection by a counterparty to any such Assigned Contract, including any Cure Costs/Assignment Objection or Post-Auction Objection, is not resolved prior to the Closing Date, the Debtors, with the prior specific written consent of the Purchaser and in accordance with the Purchase Agreement, may elect to: (a) not assume and assign to the Purchaser such Assigned Contract; (b) postpone the assumption of such Assigned Contract until the resolution of such objection; or (c) reserve the disputed portion of any applicable Cure Cost and assume such Assigned Contract on the Closing Date. So long as there are no other unresolved objections to the assumption and assignment of

such applicable Assigned Contract, the Debtors can, without further delay, assume and assign such Assigned Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse would be limited to any funds agreed by Purchaser to be held in reserve, pending resolution of any disputed Cure Cost.

22. All counterparties to the Assigned Contracts to be assigned to the Purchaser shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtors or the Purchaser for any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Purchased Assets.

23. In accordance with section 365 of the Bankruptcy Code, the Debtors have shown that Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the Purchase Agreement on the Closing Date and thereafter, and the Purchaser is able to provide adequate assurance of its future performance to counterparties to the Assigned Contracts.

24. For the avoidance of doubt, the Debtors are authorized under section 1113 of the Bankruptcy Code to assume and assign all collective bargaining agreements set forth on Schedule 2.1(d) to the Purchase Agreement; provided that such collective bargaining agreements assigned to Purchaser shall include and incorporate, and shall be subject in all respects to the terms and conditions of, those certain MOUs between Purchaser and applicable Unions referenced in Schedule 2.1(d).

25. **NJT.** In connection with the assumption and assignment of any of the executory contracts or unexpired leases with the New Jersey Transit Corporation (the "**NJT Contracts and Leases**"), and, notwithstanding anything to the contrary in this order, Purchaser shall be subject to

all compliance requirements for state-funded contracts. For avoidance of doubt, any retainage amounts under NJT Contracts and Leases that are Assumed Contracts shall remain governed by the terms and conditions of such agreements and all parties' rights are reserved thereunder. All outstanding lease payments due under that certain lease for real property located at 2001 Tonnelle Ave., North Bergen, NJ 07047 (the "**Tonnelle Ave Lease**"), which total \$30,000.00, as of August 1, 2024, and increases \$7,500.00 on the 1st of each subsequent month, shall be cured in accordance with paragraph 16 of this Order. Furthermore, concerning all NJT Contracts and Leases assumed by the Debtor and assigned to the Purchaser, the obligation detailed in the respective NJT Contracts and Leases to repair damage to equipment, including but not limited to the damage existing as of the date of the Closing of the Sale contemplated by the Order, shall be the responsibility of the Purchaser.

26. For the avoidance of doubt, nothing in this Order shall affect NJT's rights with respect to those certain funds escrowed with the Superior Court of New Jersey, Law Division, Bergen County, concerning or related to the case captioned *New Jersey Transit Corporation v. Rockland Coaches, Inc., et al.*, civil action no.: BER-L-001561-23 (the "**Rockland Condemnation Litigation**"), totaling approximately \$1,279,880 ("**NJT/Rockland Environmental Mediation Escrow**"). Notwithstanding anything to the contrary in this Order, only the Debtors' legal and equitable interests, including any residual interest, in the NJT/Rockland Environmental Mediation Escrow shall be made a part of the Purchased Assets, but the NJT/Rockland Environmental Mediation Escrow shall not be made a part of the Purchased Assets.

27. **Purchaser's Standing; Debtors' Standing.** The Purchaser shall have standing to object to the allowance of claims (as such term is defined in section 101(5) of the Bankruptcy Code) asserted against the Debtors or their estates that constitute obligations assumed by the

Purchaser pursuant to the terms of the Purchase Agreement. Nothing in this Order shall: (a) divest the Debtors of their standing or duty as debtors-in-possession under the Bankruptcy Code from reconciling claims asserted against the Debtors or their estates and objecting to any such claims that should be reduced, reclassified or otherwise disallowed; or (b) obligate the Purchaser to object to any claims.

28. ***Ipsa Facto Clauses Ineffective.*** Other than with respect to Supplemental Assumed Claims, with respect to the Assigned Contracts, in connection with the Sale Transaction: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 or 1113 of the Bankruptcy Code; (b) the Debtors may assign each Assigned Contract in accordance with sections 363, 365 and/or 1113 of the Bankruptcy Code, and any provisions in any Assigned Contract that directly or indirectly prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363, 365 and/or 1113 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied; and (d) effective upon the Closing Date, or any later applicable effective date of assumption with respect to a particular Assigned Contract, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing, or such later applicable effective date, and the Assigned Contracts shall remain in full force and effect for the benefit of the Purchaser, notwithstanding any provision in any Assigned Contract (including those of the type described in sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the

Bankruptcy Code, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contract and the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption by the Debtors and assignment to the Purchaser, except as otherwise provided in the Purchase Agreement. To the extent any provision in any Assigned Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any “change of control” provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Debtors’ Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Debtors’ Chapter 11 Cases, (C) the Debtors’ assumption and assignment of such Assigned Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the Non-Debtor Counterparty to prohibit, restrict, or condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the Non-Debtor Counterparty to terminate or recapture such Assigned Contract, impose any penalty, additional payments, damages, or other financial accommodations in favor of the Non-Debtor Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale Transaction pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

29. **Prohibition of Actions Against Purchaser.** Except as expressly provided in the Purchase Agreement or by this Order, all Persons and Entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants, and other Persons or Entities, holding or asserting any Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances) of any kind or nature whatsoever arising prior to the Closing Date against or in the Debtors or the Debtors' interests in the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated, or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether imposed by agreement, understanding, law, equity, or otherwise), including, without limitation, the non-Debtor party or parties to each Assigned Contract to be assigned to the Purchaser holding claims arising prior to the Closing Date, shall be and hereby are forever barred, estopped and permanently enjoined to the fullest extent permitted by section 363(f) of the Bankruptcy Code from asserting, prosecuting or otherwise pursuing such pre-Closing Date Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances) against the Purchaser or its affiliates, successors, assigns, equity holders, directors, officers, employees or professionals, the Purchased Assets, or the interests of the Debtors in such Purchased Assets (other than Permitted Encumbrances and Assumed Liabilities including the Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse

basis by Supplemental Claims Company, as and to the extent set forth in the Purchase Agreement). Following the Closing, and to the fullest extent permitted by section 363(f) of the Bankruptcy Code, no holder of a pre-Closing Date Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances) against the Debtors or any of the Purchased Assets shall interfere with the Purchaser's title to or use and enjoyment of the Debtors' interest in the Purchased Assets based on or related to such Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances), and, except as otherwise provided in the Purchase Agreement or this Order, all such Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances), if any, shall be, and hereby are transferred and will attach to the net available proceeds from the sale of the Purchased Assets in the order of their priority, with the same validity, force, and effect which they have against such Purchased Assets as of the Closing, subject to any rights, claims, and defenses that the Debtors' estates and the Debtors, as applicable, may possess with respect thereto. All Persons and Entities are hereby permanently enjoined from taking any action, or engaging in any inaction, that would impede, delay, interfere with or otherwise adversely affect the ability of the Debtors to transfer the Purchased Assets (or any portion thereof) to the Purchaser in accordance with the terms of this Order or the ability of the Purchaser to use or enjoy the Purchased Assets (or any portion thereof) after the Closing.

30. Subject to the Closing, none of Supplemental Claims Company, the Purchaser or their respective affiliates, successors, assigns, equity holders, officers, directors, employees, agents, or professionals shall have or incur any obligation or liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors, or assigns, arising out of or relating to the negotiation, investigation, preparation, execution, delivery or performance of the Purchase Agreement and the entry into and consummation of the sale of the Purchased Assets, except as expressly provided in the Purchase Agreement and this Order.

31. **Good Faith.** The Purchase Agreement has been entered into by the Purchaser and Supplemental Claims Company in good faith and the Purchaser and Supplemental Claims Company are good faith purchasers of the Purchased Assets as that term is used in Bankruptcy Code section 363(m). The Purchaser and Supplemental Claims Company are entitled to all of the protections afforded by Bankruptcy Code section 363(m).

32. There is no evidence that the Debtors, the Purchaser or Supplemental Claims Company have engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale Transaction to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, or any other applicable law.

33. **Supplemental Assumed Claims.** Pursuant to Section 2.8 of the Purchase Agreement, as a condition to Closing, the parties shall establish the Supplemental Assumed Claims Fund via an escrow agreement reasonably acceptable to Supplemental Claims Company, the Debtors, the Committee, the DIP Agent, and the Lenders (the “Supplemental Assumed Claims Escrow Agreement”). All Supplemental Assumed Claims assumed by Supplemental Claims Company pursuant to the Purchase Agreement shall have recourse solely and exclusively against

the Supplemental Assumed Claims Fund. The Supplemental Assumed Claims Fund shall be funded by an amount equal to \$3,500,000, which shall be contributed as capital to Supplemental Claims Company by the Lenders or by Affiliates of the Lenders in consideration for receipt by the Lenders or such Affiliates of non-voting ownership interests in Supplemental Claims Company, and which funds shall be subsequently deposited by Supplemental Claims Company into the Supplemental Assumed Claims Fund. Notwithstanding anything else in this Order to the contrary, the Supplemental Assumed Claims Fund shall be the sole source of recovery as against Supplemental Claims Company, the Purchaser, and the Lenders (including their respective Affiliates, officers, directors, employees, agents, representatives, and professionals) for holders of Supplemental Assumed Claims in respect of such claims, and holders of Supplemental Assumed Claims are forever barred, estopped and permanently enjoined to the fullest extent permitted by section 363(f) of the Bankruptcy Code from asserting, prosecuting or otherwise pursuing such Supplemental Assumed Claims against the Lenders (as defined in the Purchase Agreement), the Purchaser, any of the Lenders' or Purchaser's respective affiliates, successors, assigns, equity holders, directors, officers, employees or professionals, the Purchased Assets, or the interests of the Debtors in such Purchased Assets. All holders of Supplemental Assumed Claims shall be required to execute and deliver a Supplemental Assumed Claims Release, a form of which is attached as Exhibit F to the Purchase Agreement, in order to receive payment from the Supplemental Assumed Claims Fund on account of such Supplemental Assumed Claims. Holders of Supplemental Assumed Claims shall have no recourse as against the Debtors for that portion of their claim that constitutes a Supplemental Assumed Claim and for which they are entitled to receive a recovery from the Supplemental Assumed Claims Fund. The Supplemental Assumed Claims Escrow Agreement shall provide that the Supplemental Assumed Claims Fund shall be

administered by a claims ombudsman to be appointed by the Committee and shall provide for the ombudsman to be compensated from the amount contributed as capital by the Lenders or by Affiliates of the Lenders to Supplemental Claims Company and subsequently deposited by Supplemental Claims Company into the Supplemental Assumed Claims Fund. The Committee shall designate Supplemental Assumed Claims based on the Schedules filed by the Debtors, subject to adjustment, in the Committee's discretion, to account for Supplemental Assumed Claims filed prior to the bar date established in these cases. A schedule of Supplemental Assumed Claims shall be attached to the Supplemental Assumed Claims Escrow Agreement. Neither Supplemental Claims Company nor any Purchaser shall have any obligation, duty, discretion, right, or ability to determine, approve, or otherwise influence or impact the payment of any Supplemental Assumed Claim.

34. **No Bulk Sales Law.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction. No obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment is due to any person in connection with the Purchase Agreement or the transactions contemplated hereby or thereby for which the Purchaser is or will become liable.

35. **No Fraudulent Transfer.** The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the sale of the Purchased Assets may not be avoided, or costs or damages imposed or awarded under Bankruptcy Code section 363(n) or any other provision of the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, or any other similar federal or state laws.

36. **Licenses; Permits.** To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors with respect to the Purchased Assets and the Assigned Contracts, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date.

37. Without limiting the provisions of paragraph 34 above, but subject to Bankruptcy Code section 525(a), no governmental unit may revoke or suspend any right, license, trademark or other permission relating to the use of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the sale of the Purchased Assets.

38. **Matters Related to Texas Taxing Authorities.** For the avoidance of doubt, and notwithstanding anything to the contrary in this Order or in any asset purchase agreement, to the extent any of the Debtors' property in Texas that is subject to any ad valorem prepetition tax claim(s) held by any of the Texas Taxing Authorities⁴ is sold, the secured ad valorem taxes owed by the Debtors for tax years 2023 and prior, if any, shall be paid upon closing to the extent that at such time such claims have been allowed and are first priority claims or, if not, then the Debtors will maintain a cash reserve in the amount of such asserted ad valorem prepetition tax claim(s) until the allowance and priority of such claims have been determined by the Court. Further, the ad valorem taxes for tax year 2024 pertaining to the Purchased Assets shall be assumed by the Purchaser and the Purchaser shall be responsible for paying the ad valorem taxes in full, in the

⁴ For purposes of this Order, the term "Texas Taxing Authorities" shall refer to Bexar County, City of Eagle Pass, Eagle Pass Independent School District, Galveston County, Harris County, Maverick County, Maverick County Hospital District, and Rolling Creek Utility District.

ordinary course of business, when due. If the 2024 taxes are not timely paid, the Texas Taxing Authorities may proceed with non-bankruptcy collections against the Purchased Assets and/or the Purchaser without leave or approval of the Court. In the event of any proration of the 2024 taxes attributable to periods of ownership between the Debtors and the Purchaser, any dispute regarding such proration of the ad valorem taxes shall have no effect on Purchaser's responsibility to pay the 2024 ad valorem taxes. The Texas Taxing Authorities shall retain their respective 2024 tax liens against the Purchased Assets, as applicable, until paid in full, including any applicable penalties or interest.

39. **Record Retention.** Pursuant to the terms of and subject to the conditions contained in the Purchase Agreement, following the Closing, (i) the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records subject to the terms of, and for the specified purposes set forth in, and in accordance with, Sections 7.1(d) and 7.5 of the Purchase Agreement and (ii) the escrow agent administering the Supplemental Assumed Claims Fund shall have reasonable access to the Debtors' books and records to the extent the same relate to the Supplemental Assumed Claims.

40. **Conflicts.** To the extent this Order is inconsistent with any prior order or pleading filed in these Chapter 11 Cases, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Purchase Agreement, the terms of this Order shall govern.

41. **Subsequent Plan Provisions.** Nothing contained in any chapter 11 plan confirmed in the Debtors' Chapter 11 Cases, or any order confirming any such plan or in any other order in these Chapter 11 Cases (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of

this Order shall alter, conflict with, or derogate from, the provisions of the Purchase Agreement or this Order.

42. **Binding Nature of Order.** This Order and the Purchase Agreement shall be binding in all respects upon all creditors and interest holders of the Debtors, all non-debtor parties to the Assigned Contracts, any statutory committee appointed in these Chapter 11 Cases, all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, “responsible persons,” or other fiduciaries appointed in the Chapter 11 Cases or upon a conversion of the Debtors’ cases to cases under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee; and the Purchase Agreement shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Purchaser and/or Supplemental Claims Company hereunder shall remain effective and, notwithstanding such dismissal or conversion, shall remain binding on parties-in-interest.

43. **Failure to Specify Provisions.** The failure specifically to include or make reference to any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement is authorized and approved in its entirety subject to paragraph 29 of this Order.

44. **Standing.** The Purchase Agreement shall be in full force and effect, regardless of any Debtor’s lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

45. **Retention of Jurisdiction.** The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order, including, without limitation, the

authority to: (a) interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided in this Order), the terms of the Purchase Agreement, all amendments thereto and any waivers and consents thereunder; (b) protect the Purchaser, or the Purchased Assets, from and against any of the Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances); (c) compel delivery of all Purchased Assets to the Purchaser; and (d) resolve any disputes arising under or related to the Purchase Agreement or the sale of the Purchased Assets.

46. **Non-Material Modifications.** The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court; *provided, however*, that any such modification, amendment, or supplement is neither material nor materially changes the economic substance of the transactions contemplated hereby.

47. **Conditions Precedent.** Neither the Purchaser, Supplemental Claims Company, nor the Debtors shall have an obligation to close the Sale Transaction until all conditions precedent in the Purchase Agreement to each of their respective obligations to close the Sale Transaction have been met, satisfied, or waived in accordance with the terms of the Purchase Agreement.

48. **Further Assurances.** From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the

Purchase Agreement including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in Purchaser its right, title and interest in and to the Purchased Assets.

49. **Personally Identifiable Information.** After giving due consideration to the facts, circumstances, and conditions of the Purchase Agreement, the Sale Transaction is consistent with the Debtors' privacy policies concerning personally identifiable information and no showing was made that the sale of any personally identifiable information contemplated in the Purchase Agreement, subject to the terms of this Order, would violate applicable non-bankruptcy law.

50. **Reservation of Rights.** Nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting or otherwise impair or diminish any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

51. **No Stay of Order.** Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rule 6004(h) and 6004(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry; (b) the Debtors are not subject to any stay of this Order or in the implementation, enforcement, or realization of the relief granted in this Order; and (c) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a) and shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

Dated: August 14th, 2024
Wilmington, Delaware

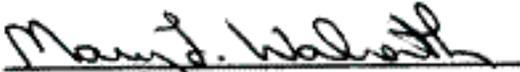

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Asset Purchase Agreement

FIRST AMENDED ASSET PURCHASE AGREEMENT

by and among

the Sellers set forth on Schedule A,

BUS COMPANY HOLDINGS US, LLC,

NEWCAN COACH COMPANY ULC, and

SUPPLEMENTAL ASSUMED CLAIMS COMPANY, LLC

Dated as of August [8], 2024

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FIRST AMENDED ASSET PURCHASE AGREEMENT

This **FIRST AMENDED ASSET PURCHASE AGREEMENT** (this “Agreement”) is made as of August [8], 2024 (the “Agreement Date”), by and among the entities set forth on Schedule A hereto (collectively, the “Sellers” and individually each a “Seller”), Bus Company Holdings US, LLC, a Delaware limited liability company (“Newco USA”), Newcan Coach Company ULC (f/k/a 1485832 B.C. Unlimited Liability Company), an unlimited liability company incorporated under the laws of the Province of British Columbia (“Newco Canada” and, together with Newco USA, the “Purchaser”), and Supplemental Assumed Claims Company, LLC, a Delaware limited liability company (“Supplemental Claims Company”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

WHEREAS, Sellers and Purchaser previously entered into that certain Asset Purchase Agreement dated June 11, 2024 (the “Original Agreement”);

WHEREAS, Section 11.5 of the Original Agreement provides that the Original Agreement may be amended by a written instrument signed by an authorized representative of each of the Parties;

WHEREAS, Sellers, Purchaser, and Supplemental Claims Company desire to amend and restate the Original Agreement as set forth below;

WHEREAS, Sellers’ business is providing motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, throughout the United States and certain jurisdictions in Canada (as conducted by the Sellers, the “Business”);

WHEREAS, on or about June 11, 2024 (the “Petition Date”), Sellers, together with certain of their Affiliates and subsidiaries, commenced voluntary cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), which cases are jointly administered at Case No. 24-11258 (MFW) (the “Bankruptcy Case”);

WHEREAS, following the initiation of the Bankruptcy Case, Canadian Sellers, together with certain of their Affiliates and subsidiaries, commenced the Canadian Recognition Case under the CCAA in the Canadian Court (as such terms are defined herein) in order to, among other things, seek creditor protection for, and certain relief in respect of, the Canadian Sellers and certain of their Affiliates and subsidiaries;

WHEREAS, Purchaser has agreed to act as a “stalking horse bidder” and, if selected or deemed the “Successful Bidder” (as defined in the Bidding Procedures Order) in accordance with the Bidding Procedures, to purchase from Sellers, and Sellers desire to sell to Purchaser, all of the Purchased Assets, and to assume the Assumed Liabilities (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), upon the terms and conditions hereinafter set forth;

WHEREAS, this Agreement and the Sale Order have been amended from their initial forms dated June 11, 2024 to, among other things, resolve certain objections received by the Debtors from the Committee (as defined herein) to the entry of the Bidding Procedures Order;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement pursuant to section 105, 363, 365 and 1113(a) of the Bankruptcy Code and applicable Bankruptcy Rules; and

WHEREAS, the execution and delivery of this Agreement and Sellers' ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order and the Canadian Sale Recognition Order (each as defined herein).

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 **DEFINITIONS**

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

(a) "Accounts Receivable" means, with respect to the Business, all accounts receivable and other rights to payment generated by such Business and the full benefit of all security for such accounts receivable or rights to payment, including all accounts receivable in respect of goods shipped or products sold or services rendered to customers of such Business, any other miscellaneous accounts receivable of such Business, and any claim, remedy or other right of such Business related to any of the foregoing.

(b) "Action" means any demand, action, arbitration, audit, claim, cause of action, hearing, investigation, proceeding, litigation, citation, summons, subpoena, or suit (whether civil, criminal, administrative or investigative), whether at law or in equity.

(c) "Administrative Agent" means Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent for the lenders under the Credit Agreement.

(d) "Affiliate" means, as to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(e) "Agreement" has the meaning specified in the preamble.

- (f) “Agreement Date” has the meaning specified in the preamble.
- (g) “Allocation” has the meaning specified in Section 3.4.
- (h) “Alternative Transaction” means any sale, transfer or other disposition, directly or indirectly, of any of the assets comprising the Purchased Assets, or utilized in the Business, whether proposed to be effected pursuant to the Auction (as defined in the Bidding Procedures Order) or a merger, consolidation, share exchange or sale, amalgamation, foreclosure, compromise, asset sale, issuance, financing, restructuring, recapitalization, liquidation, transfer or redemption of any assets or securities of Sellers or any successor thereto or any similar transaction, in one transaction or a series of transactions with one or more Persons, other than the sale of the Purchased Assets to the Purchaser in accordance with the terms hereof.
- (i) “Ancillary Documents” means the Bill of Sale, the Assumption and Assignment Agreement, the Assignment of Trademarks, the Assignment of Domain Names, the Assumption and Assignment of Leases, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the Parties hereto in connection with the consummation of the transactions contemplated by this Agreement.
- (j) “Assigned Contracts” shall have the meaning given to it in Section 2.5(a).
- (k) “Assignment of Copyrights” has the meaning specified in Section 3.7(b).
- (l) “Assignment of Domain Names” has the meaning specified in Section 3.7(b).
- (m) “Assignment of Trademarks” has the meaning specified in Section 3.7(b).
- (n) “Assumed Contracts” has the meaning specified in Section 2.1(b).
- (o) “Assumed Debt Credit Documents” means the Credit Agreement and related documents entered into by the Purchaser in connection with the assumption by the Purchaser of the Assumed Secured Debt on terms acceptable to the Administrative Agent, in each case, consistent with the terms set forth in the Debt Commitment Letter.
- (p) “Assumed Equipment Leases” has the meaning specified in Section 2.1(k).
- (q) “Assumed Liabilities” has the meaning specified in Section 2.3.
- (r) “Assumed Real Property Leases” has the meaning specified in Section 2.1(c).

(s) “Assumed Secured Debt” means an amount of Secured Debt equal to \$130,000,000, assumed by Purchaser in satisfaction of the Purchase Price pursuant to the Assumed Debt Credit Documents.

(t) “Assumed Seller Plans” has the meaning specified in Section 2.1(r)

(u) “Assumed Vehicle Leases” has the meaning specified in Section 2.1(s).

(v) “Assumption and Assignment Agreement” means the Assumption and Assignment Agreement in substantially the form of Exhibit A.

(w) “Assumption and Assignment of Leases” has the meaning specified in Section 3.7(g).

(x) “Assumption Notice” has the meaning specified in the Bidding Procedures Order.

(y) “Auction” has the meaning set forth in the Bidding Procedures.

(z) “Audited Financial Statements” has the meaning set forth in Section 4.4.

(aa) “Avoidance Actions” means any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code.

(bb) “Bankruptcy Case” has the meaning specified in the recitals.

(cc) “Bankruptcy Code” means title 11 of the United States Code, sections 101-1532.

(dd) “Bankruptcy Court” has the meaning specified in the recitals.

(ee) “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Bankruptcy Case, and the general, local and chambers rules of the Bankruptcy Court.

(ff) “Bidding Procedures” has the meaning set forth in the Bidding Procedures Motion.

(gg) “Bidding Procedures Motion” means one or more motions and notices filed in the Bankruptcy Case by Sellers, in each case in form and substance agreed to by Purchaser and as set forth in Exhibit B, and served on creditors and parties in interest in accordance with the Bankruptcy Rules, which motion(s) seeks, among other things, (i) authority from the Bankruptcy Court for Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, (ii) approval of the Bidding Procedures, (iii) approving certain stalking horse protections identified therein, (iv) scheduling an auction and a Sale Hearing, (v) authorizing the

assumption and assignment of executory contracts and unexpired leases, and (vi) approving the form and manner of notice thereof.

(hh) “Bidding Procedures Order” means, collectively, (i) the order of the Bankruptcy Court entered on July 9, 2024 in the Bankruptcy Case at Docket No. 241 and (ii) the order of the Bankruptcy Court entered on July 19, 2024 in the Bankruptcy Case at Docket No. 306.

(ii) “Bills of Sale” means one or more Bills of Sale in substantially the form attached hereto as Exhibit D.

(jj) “Break-Up Fee” means an amount in cash equal to \$3,450,000.

(kk) “Business” has the meaning specified in the recitals.

(ll) “Business Day” means any day of the year on which banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

(mm) “Business Financial Statements” has the meaning set forth in Section 4.4.

(nn) “Business Systems” means all information technology and computer systems and networks (including computer software, websites, servers, systems, interfaces, networks, platforms, peripherals, devices, information technology and telecommunication hardware and other equipment) that relate to the transmission, storage, maintenance, organization, presentation, protection, generation, processing or analysis of data and information, including Company Data (whether or not in electronic format), and that are owned, leased or otherwise used by or for the benefit of any of the Sellers in connection with the Business.

(oo) “Canadian Court” means the Ontario Superior Court of Justice (Commercial List).

(pp) “Canadian Defined Benefit Plan” has the meaning specified in Section 4.14(l).

(qq) “Canadian Recognition Case” means the recognition proceedings before the Canadian Court commenced by Coach USA, Inc., in its capacity as foreign representative of the Bankruptcy Cases, pursuant to Part IV of the CCAA.

(rr) “Canadian Sale Recognition Order” means an Order of the Canadian Court recognizing and giving full force and effect in Canada to the Sale Order, which Order shall be in form and substance acceptable to the Purchaser and Sellers.

(ss) “Canadian Sellers” means 3329003 Canada, Inc., Megabus Canada Inc., 3376249 Canada, Inc., 4216849 Canada, Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., and Douglas Braund Investments Limited.

(tt) “Canadian Tax Act” means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1 (Canada), as amended, and the regulations promulgated thereunder.

(uu) “Cash and Cash Equivalents” means all Sellers’ cash (including petty cash and checks received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper and government securities and other cash equivalents.

(vv) “CASL” means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada) (S.C. 2010, c. 23).

(ww) “CCAA” means the *Companies’ Creditors Arrangement Act* (Canada).

(xx) “Claim” has the meaning given that term in section 101(5) of the Bankruptcy Code.

(yy) “Closing” has the meaning specified in Section 3.5.

(zz) “Closing Date” has the meaning specified in Section 3.5.

(aaa) “COBRA” means the United States Consolidated Omnibus Budget Reconciliation Act of 1985.

(bbb) “Code” means the United States Internal Revenue Code of 1986, as amended.

(ccc) “Collective Bargaining Agreements” has the meaning specified in Section 4.13.

(ddd) “Committee” means the official committee of unsecured creditors appointed in the Bankruptcy Case on June 25, 2024, notice of which was filed at Docket No. 139.

(eee) “Company Data” means, individually or collectively, Personal Information in the possession of, or entrusted to a third party by, any Seller, confidential information of any Seller and/or User Data in the possession of, or entrusted to a third party by, any Seller, in each case that is collected, used, disclosed, transferred, stored, protected, maintained, transmitted, or accessed in connection with the Business.

(fff) “Company Privacy Policy” means each external or internal privacy policy of any Seller and each past privacy policy of any Seller (but only with respect to obligations and terms in such past privacy policies that are currently binding on such Seller), in each case that relates to the Business, and including any policy relating to: (a) the privacy of users of any

Company Website; (b) the collection, storage, disclosure and transfer of any User Data or Personal Information or (c) the treatment of any employee information.

(ggg) “Company Website” means any public or private website owned or maintained or operated at any time by or on behalf of any of the Sellers in connection with the Business.

(hhh) “Competition Act” means the *Competition Act* (Canada), RSC 1985, c. C-34, as amended, and any regulations promulgated thereunder.

(iii) “Contract” means any agreement, contract, obligation, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, other than a Lease, to which a Seller is party.

(jjj) “Copyrights” means all United States, Canadian and foreign copyrights, whether subject to a registration or not, including all United States and Canadian copyright registrations and applications for registration and foreign equivalents, all moral rights, all common-law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention. Without limiting the foregoing, “Copyrights” include copyrights in Software.

(kkk) “Credit Agreement” means the Credit Agreement, dated as of April 16, 2019, among Project Kenwood Acquisition, LLC as the borrower, certain other borrowers party thereto, the lenders from time to time party thereto and the Administrative Agent (as amended, modified or supplemented from time to time in accordance therewith).

(lll) “Cure Costs” has the meaning specified in Section 2.5(a). For the avoidance of doubt, all Cure Costs shall be paid by Purchaser in the Ordinary Course of Business post-Closing.

(mmm) “Data Breach” means (a) any loss of, damage to, or unauthorized access to, acquisition of, use of or disclosure of, any Company Data, (b) any damage to, or unauthorized access to or use of, any Business Systems, or (c) a business email compromise incident or similar incident involving a transfer of Seller funds to an unauthorized party.

(nnn) “Data Protection Policies” means all Seller policies and procedures regarding data security, privacy, data transfer and the use of Company Data, or the security, protection, integrity or use of any Business Systems. Data Protection Policies includes all Company Privacy Policies.

(ooo) “Debt Commitment Letter” has the meaning specified in Section 5.6(a)(i).

(ppp) “Debt Financing” has the meaning specified in Section 5.6(a)(i).

(qqq) “DIP Agent” means Wells Fargo, National Association, in its capacity as administrative agent and collateral agent for the DIP Lenders.

(rrr) “DIP Credit Agreement” means that certain Debtor-in-Possession Credit Agreement, dated as of June 11, 2024, among the debtors in the Bankruptcy Cases, the lenders from time-to-time party thereto, and the DIP Agent (as may be amended, modified or supplemented from time to time in accordance therewith).

(sss) “DIP Lenders” mean the lenders from time-to-time party to the DIP Credit Agreement.

(ttt) “Documents” means all books, records, files, invoices, inventory records, product specifications, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and credit records of customers (including all data and other information stored on discs, tapes or other media) to the extent used in or to the extent relating to the Purchased Assets.

(uuu) “Domain Name Registrations” means any registration of an alphanumeric designation with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet.

(vvv) “Encumbrance” means with respect to the Business and Purchased Assets any interest, charge, lien, Claim, mortgage, lease, sublease, license or use and occupancy rights or agreement, hypothecation, deed of trust, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, survey exception, reciprocal easement, or other similar restriction or encumbrance of any kind.

(www) “Environmental Laws” means any Legal Requirement or agreement with any Governmental Authority (i) relating to pollution (or the cleanup thereof or the filing of information with respect thereto), human health or the protection of air, surface water, ground water, drinking water supply, land (including land surface or subsurface), plant and animal life or any other natural resource, or (ii) concerning exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production or disposal of Regulated Substances, in each case as amended and as now or hereafter in effect. The term “Environmental Laws” includes any common law or equitable doctrine (including injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to or threatened as a result of the presence of, exposure to, or ingestion of, any Regulated Substance.

(xxx) “Equipment” means all furniture, fixtures, equipment, computers, machinery, apparatus, appliances, Inventory, signage, supplies, forklifts and all other tangible personal property of every kind and description (other than the Purchased Vehicles).

(yyy) [Reserved]

(zzz) [Reserved]

(aaaa) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(bbbb) “ERISA Affiliate” means any Person that would be considered a single employer with a Seller under Sections 414(b), (c), (m) or (o) of the Code.

(cccc) “Escrow Account” has the meaning specified in Section 3.3.

(dddd) “Escrow Holder” has the meaning specified in Section 3.3.

(eeee) “ETA” means the *Excise Tax Act*, R.S.C., 1985, c. E-15 (Canada), as amended, and the regulations promulgated thereunder.

(ffff) “Excluded Assets” has the meaning specified in Section 2.2.

(gggg) “Excluded Contracts” has the meaning specified in Section 2.2(d).

(hhhh) “Excluded Leases” has the meaning specified in Section 2.2(e).

(iiii) “Excluded Liabilities” has the meaning specified in Section 2.4.

(jjjj) “Final Order” means an action taken or Order issued by an applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by Legal Requirement, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before any Governmental Authority and the time for filing any such petition or protest is passed; (iii) any Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed,

(kkkk) [Reserved]

(llll) “FMCSA” has the meaning specified in Section 6.3(b).

(mmmm) “Fraud” means actual, intentional, willful or knowing fraud under Delaware law (and not solely a constructive fraud, equitable fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) by or on behalf of a party to this Agreement in the making of a representation or warranty set forth in this Agreement or in any certificate delivered pursuant to Section 8.2 of this Agreement at the Closing.

(nnnn) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(oooo) “Going Concern Purchaser” has the meaning specified in Section 7.5(b).

(pppp) “Good Faith Deposit” has the meaning specified in Section 3.3.

(qqqq) “Governmental Authority” means any federal, state, provincial, municipal, local or foreign governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof or any federal, state, provincial, municipal, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission.

(rrrr) “Governmental Consents” has the meaning specified in Section 4.6.

(ssss) “GST/HST” means any goods and services tax and harmonized sales tax payable under Part IX of the ETA.

(tttt) “Hired Employees” means (i) those employees who accept the Purchaser’s offer of employment and commence working for the Purchaser on the Closing Date, and (ii) Quebec Employees who are employed with the Sellers immediately prior to the Closing Date and who do not refuse the transfer of their employment by operation of law to the Purchaser as of the Closing Date.

(uuuu) “Improvements” means the buildings, plants, structures, fixtures, systems, facilities, infrastructure and other improvements affixed or appurtenant to real property.

(vvvv) “Indebtedness” of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for borrowed money and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) all obligations with respect to any factoring programs of a Seller; and (vii) all obligations of the type referred to in clauses (i) through (vi) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations.

(www) “Insurance Policies” has the meaning specified in Section 4.16.

(xxxx) “Intellectual Property” means all intellectual property rights of any kind owned and/or licensed by any Seller and used in connection with the Business, including without limitation all U.S., Canadian and foreign Software, Copyrights, Patents, Trademarks, Trade

Secrets, Domain Name Registrations, all rights to privacy and personal information, and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing, and all applications and registrations for any of the foregoing.

(yyyy) “Inventory” means inventory, finished goods, raw materials, packaging, supplies, parts, and stocks of diesel fuel and other gasoline products.

(zzzz) “Investment Canada Act” means the Investment Canada Act, RSC 1985, c 28 (1st Supp), as amended, and includes the regulations thereunder.

(aaaaa) “IRS” means the United States Internal Revenue Service.

(bbbbb) “Knowledge of Sellers” or “Sellers’ Knowledge” (or words of similar import) mean the actual knowledge of any of Ross Kinnear, Derrick Waters, Jazmine Estacio, and Linda Burtwistle after a reasonable review of the relevant records and reasonable inquiry of their direct reports related to the applicable subject matter.

(ccccc) “Leased Real Property” means the leased real property listed or described on Schedule 4.7(b), including any Improvements to such Leased Real Property.

(ddddd) “Leases” means leases, license agreements and permit agreements with respect to the Leased Real Property.

(eeee) “Legal Requirement” means any Order, constitution, law, principle of common law, regulation, statute or treaty of any Governmental Authority.

(ffff) “Lenders” means the lenders from time-to-time party to the Credit Agreement.

(ggggg) “Liability” means any debt, loss, Claim, damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise), and including all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

(hhhhh) “Liquidating Purchaser” has the meaning set forth in Section 7.5(a).

(iiii) “Material Adverse Effect” means any fact, event, development, circumstance, occurrence or effect (collectively, “Effect”) that individually or in combination with any other Effects (i) has a material adverse effect on the condition (financial or otherwise), on the business, assets, properties, liabilities, operations or results of operations of the Business or the Purchased Assets, taken as a whole; provided, however, that none of the following shall be taken

into account in determining whether there has been, is, or would reasonably be expected to be a Material Adverse Effect for purposes of this clause (i): (A) changes in general economic or political conditions, (B) changes in applicable Legal Requirements, (C) changes generally affecting the industry in which the Sellers operate, (D) acts of war, sabotage or terrorism, (E) (1) the commencement of the Bankruptcy Case or the events and conditions related or leading up thereto, (2) the effects that customarily result from the commencement of a case under chapter 11 of the Bankruptcy Code, and (3) any defaults under agreements as a result of the commencement of the Bankruptcy Case that have no effect under the terms of the Bankruptcy Code or where the exercise of remedies as a result of such defaults are stayed under the Bankruptcy Code, (F) any failure by Sellers to meet any internal or published budgets, projections or forecasts (it being understood that the underlying causes of such failure, to the extent not otherwise excluded by other clauses of this definition, may be taken into account in determining the occurrence of a Material Adverse Effect), or (G) any action taken (or omitted to be taken) by Sellers (x) that is expressly required by this Agreement or (y) at the express written request of Purchaser or Supplemental Claims Company; provided, further, however, that, with respect to clauses (A), (B), (C), and (D), such Effect shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent it has a disproportionate adverse effect on the Business or the Purchased Assets, taken as a whole, relative to other participants in the industries in which the Sellers operate; or (ii) that prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Sellers to consummate the transactions contemplated by this Agreement.

(jjjjj) “Material Contracts” has the meaning specified in Section 4.12.

(kkkkk) “Material Permits” has the meaning specified in Section 4.8(a).

(lllll) “Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA.

(mmmmm) “Newco Canada” has the meaning specified in the preamble.

(nnnnn) “Newco USA” has the meaning specified in the preamble.

(ooooo) “Non-Core Purchaser” has the meaning specified in Section 7.5(b).

(ppppp) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

(qqqqq) “Ordinary Course of Business” means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the applicable Seller in the ordinary and usual course) through the date hereof, consistent with past practice and operations.

(rrrrr) “Organizational Documents” means, with respect to any Person (other than an individual), (i) the certificate or articles of association, incorporation, organization, merger,

amalgamation, limited partnership or limited liability company, or constitution or memorandum and articles of association and any joint venture, limited liability company, operating, stockholders or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person; and (ii) all bylaws of such Person and voting agreements to which such Person is a party relating to the organization or governance of such Person.

(sssss) “Original Agreement” has the meaning specified in the recitals.

(ttttt) “Owned Real Property” means, specifically excluding any Excluded Asset, all real property owned by Sellers or their Affiliate identified in Schedule 4.7(a)(i) and Schedule 2.1(A), together with all of Sellers’ and such Affiliate’s right, title and interest in and to the following: (i) all buildings, structures, systems, hereditaments and Improvements located on such real property owned by Sellers and such Affiliate; (ii) all Improvements on such real property owned by Sellers and such Affiliate; and (iii) all easements, if any, in or upon such real property owned by Sellers and such Affiliate, licenses and all rights-of-way, beneficial easements, licenses, and other rights, privileges and appurtenances belonging or in any way pertaining to such real property owned by Sellers and such Affiliate.

(uuuuu) “Party” or “Parties” means, individually or collectively, the Purchaser, Supplemental Claims Company, and Sellers.

(vvvvv) “Patents” means United States, Canadian and foreign inventorship rights and patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, technology, inventions (whether or not patentable or reduced to practice), and improvements thereto.

(wwwww) “PBGC” means Pension Benefit Guaranty Corporation.

(xxxxx) “Permits” means all franchises, grants, authorizations, registrations, licenses, permits (including operating permits), easements, variances, exceptions, consents, certificates, approvals, clearances and orders of any Governmental Authority that are necessary for Sellers to own, lease and operate its properties and assets or to carry on the Business as it is now being conducted.

(yyyyy) “Permitted Access Parties” has the meaning specified in Section 7.5(a).

(zzzzz) “Permitted Encumbrances” means with respect to the Business and Purchased Assets (i) Encumbrances that constitute Assumed Liabilities, (ii) statutory liens for current Taxes and assessments (A) not yet due and payable, including liens for ad valorem Taxes and statutory liens not yet due and payable arising other than by reason of any default by a Seller, or (B) being contested in good faith by appropriate proceedings and, in each case of clauses (A) and (B), for which adequate reserves have been made and which statutory liens shall be released from the Purchased Assets at the Closing, (iii) landlords’, carriers’, warehousemen’s, mechanics’,

suppliers', materialmen's, repairmen's liens or other similar Encumbrances that, in each case, are not material to the Business with respect to amounts not yet overdue and that do not arise from a breach, default or violation by any Seller of any Contract or Legal Requirement, (iv) easements, covenants, conditions, restrictions and other similar matters of record affecting any Leased Real Property or Owned Real Property that do not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto, (v) any Encumbrance or Claim affecting any Leased Real Property (or the owner, lessor or lessee thereof) that does not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto; provided, that, in each case enumerated in this definition, such Encumbrance shall only be a Permitted Encumbrance if it cannot be satisfied solely through the payment of money or otherwise removed, discharged, released or transferred, as the case may be, pursuant to section 363(f) of the Bankruptcy Code or otherwise, (vi) Encumbrances under the Assumed Debt Credit Documents with respect to the Assumed Secured Debt, and (vii) any Encumbrances that will be released as of the Closing.

(aaaaaa) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

(bbbbbb) "Personal Information" means (a) "personally identifiable information," "personal information" or "protected data," as such terms, or similar terms in purpose or effect, may be defined under any Privacy and Security Laws, or (b) any other information that, whether on its own or together with any other information, can be used to identify, contact or locate any individual, or any computer or other device used by such individual

(ccccc) "Petition Date" has the meaning specified in the recitals.

(dddddd) "Post-Close Filings" has the meaning specified in Section 7.5.

(eeeeee) "Post-Closing Tax Period" means any taxable period beginning on the day after the Closing Date and the portion of any Straddle Period beginning on the day after the Closing Date.

(ffffff) "Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period through the end of the Closing Date.

(gggggg) "Prepayments/Deposits" means deposits collected by Sellers from customers of the Business with respect to services rendered by Sellers to such customers.

(hhhhhh) "Prepetition Senior Debt" means Indebtedness under the Prepetition Senior Loan Documents.

(iiiiii) "Prepetition Senior Loan Documents" means the Credit Agreement and the other Financing Documents (as defined therein).

(jjjjj) “Privacy and Security Laws” means all federal, state or international Legal Requirements relating to the collection, use, disclosure, transfer, storage, protection, maintenance, transmission, encryption, access to or privacy or security of Personal Information, including all Legal Requirements relating to (a) data or systems breach notification and (b) marketing to, communicating with or collecting payments from individuals.

(kkkkk) “Privacy and Security Requirements” means (a) all Privacy and Security Laws applicable to the Business, (b) all Contracts to which any Seller is a party or otherwise bound relating to the use, transfer, privacy or security of Company Data, Business Systems or financial transactions, (c) all applicable industry security standards (including, to the extent applicable, the Payment Card Industry Data Security Standard, as amended from time to time) relating to the security or integrity of Company Data, Business Systems or financial transactions and (d) all Company Privacy Policies and the Data Protection Policies.

(lllll) “Privacy Consents” means all explicit or implied consents provided to Seller by its customers or prospective customers, suppliers, employees or other users, respecting any agreement regarding the handling of Personal Information; or regarding the receipt of commercial electronic messages or the installation of computer programs, within the meaning of CASL.

(mmmmm) “Purchase Price” has the meaning specified in Section 3.1.

(nnnnn) “Purchased Assets” has the meaning specified in Section 2.1.

(ooooo) “Purchased D&O Claims” means any and all Claims of the Debtors which first arose prior to the Petition Date against all current officers (who may also be current directors) who are Hired Employees;

(ppppp) “Purchased Deposits” means all deposits and prepayments made by Sellers with respect to the operation of the Business under an Assumed Contract, Assumed Vehicle Lease or Assumed Real Property Lease, including security deposits for rent (including such deposits made by Sellers, as lessee, or to Sellers, as lessor, in connection with the Assumed Real Property Leases), deposits made with respect to vehicle operating leases to the extent related to the Purchased Assets (pro-rated for the actual number of vehicles included in Purchased Assets) and prepaid charges and expenses of, and advance payments made by, Sellers, with respect to the operation of the Business, other than the Utility Escrow and any deposits or prepaid charges and expenses paid in connection with or relating primarily to any Excluded Assets or any Excluded Liability. For the avoidance of doubt, Purchased Deposits includes only those deposits and payments made pursuant to an Assumed Contract, Assumed Vehicle Lease or Assumed Real Property Lease, and then, only to the extent applicable to the period of time after the Closing Date.

(qqqqq) “Purchased Vehicles” has the meaning specified in Section 2.1(s).

(rrrrr) “Purchaser” has the meaning specified in the preamble.

(sssss) “QST” means the Quebec sales tax imposed under Title I of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1, as amended, and the regulations promulgated thereunder.

(ttttt) “Qualifying Offer” has the meaning specified in Section 7.2(b).

(uuuuu) “Quebec Employees” means employees of the Sellers employed principally in respect of the Purchased Assets in the province of Quebec.

(vvvvv) “Regulated Substances” means all substances, compounds, chemicals, or other materials that are now or ever have been defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or other words of similar import, under any Environmental Law, or that are regulated pursuant to or for which liability or standards of care are imposed under any Environmental Law, including any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, and petroleum and petroleum products (including waste petroleum and petroleum products).

(wwwww) “Reimbursement Amount” means an amount equal to the reasonable and documented out-of-pocket fees and expenses of the Purchaser incurred in connection with this Agreement and all associated documentation and due diligence related hereto (including, without limitation, reasonable fees and expenses of the Purchaser’s accounting, tax, environmental, legal and other advisors), in an aggregate amount not to exceed \$1,150,000, which amount shall be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

(xxxxx) “Release” means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Regulated Substances through or in the air, soil, surface water, groundwater or property.

(yyyyy) “Replacement Plan” has the meaning specified in Section 7.2(d)(i)

(zzzzz) “Representative” means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(aaaaa) “Retained D&O Claims” means any and all Claims of the Debtors which first arose prior to the Petition Date against all current and/or former officers and/or directors of the Debtors who are not Hired Employees;

(bbbbbb) “Sale Hearing” means the hearing at which the Bankruptcy Court considers approval of the Sale Order pursuant to sections 105, 363, 365, and 1113(a) of the Bankruptcy Code.

(ccccccc) “Sale Order” means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit E (with such other changes as may be acceptable in form and substance to Purchaser and reasonably acceptable to the Administrative Agent, DIP Agent, and Committee), pursuant to, inter alia, sections 105, 363, 365, and 1113(a) of the Bankruptcy Code (i) authorizing and approving, inter alia, the sale of the Purchased Assets to the Purchaser on the terms and conditions set forth herein free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances), the assumption and assignment of the Assumed Liabilities (other than the Supplemental Assumed Claims, which will be assumed and assigned exclusively on a non-recourse basis to Supplemental Claims Company), and the assumption and assignment of the Assigned Contracts to the Purchaser, (ii) authorizing the assumption of the Supplemental Assumed Claims exclusively by Supplemental Claims Company on a non-recourse basis and payment of same from the Supplemental Assumed Claims Fund, and (iii) containing certain findings of facts, including a finding that the Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

(ddddddd) “Savings Plan” has the meaning specified in Section 7.2(d)(i)(C).

(eeeeeee) “Schedules” means the disclosure schedules attached hereto as may be amended or modified from time to time as agreed by Sellers and Purchaser that Sellers have prepared and delivered to the Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, the Assumed Liabilities and other matters with respect to the Sellers as set forth therein.

(ffffff) “Secured Debt” means collectively the Prepetition Senior Debt and Indebtedness under the DIP Credit Agreement.

(ggggggg) “Seller Employees” means the employees (active and inactive) of Sellers set forth on Schedule 1.1(ccccccc), which includes all Quebec Employees, together with any persons who are hired by a Seller after the date hereof for the operation of the Business in accordance with the terms hereof which Schedule 1.1(ccccccc) will be updated by Sellers five (5) Business Days prior to Closing and again the Business Day prior to Closing.

(hhhhhhh) “Seller Plan” means (i) all “employee benefit plans” (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, including all employee benefit plans that are “pension plans” (as defined in Section 3(2) of ERISA) and all employee benefit plans that are “welfare benefit plans” (as defined in Section 3(1) of ERISA) and any other employee benefit or compensation arrangements or payroll practices (including, but not limited to, termination pay, pay in lieu of notice, severance pay, vacation pay, company awards, salary continuation for disability, sick leave, death benefit, hospitalization, welfare benefit, group or individual health, dental, medical, life, insurance, survivor benefit, deferred compensation, profit sharing, retention, pension, retirement, retiree medical, supplemental retirement, supplemental unemployment benefit, supplemental income, bonus, commissions or other incentive compensation, stock or other equity or equity-based compensation plans, arrangements or policies) of Sellers and (ii) all employment, termination, notice, payment in lieu of notice, bonus, incentive, commission, severance, change in control or other similar contracts, agreements or arrangements, in each case to which a Seller is a party, with respect to which any Seller has any Liability, that are maintained

by a Seller or any ERISA Affiliate, or to which a Seller contributes or is obligated to contribute with respect to Seller's current or former equity holders, directors, officers, consultants and employees, in each case that covers one or more Seller Employees.

(iiiiiii) "Sellers" has the meaning specified in the preamble.

(jjjjjj) "Software" means all computer software programs (whether in source code, object code, or other form), including systems and platforms of software programs, and databases owned and/or licensed by any Seller and used in connection with the Business, including all databases, compilations, tool sets, compilers, higher level or "proprietary" languages, and related documentation, technical manuals and materials.

(kkkkkkk) "STB" has the meaning specified in Section 6.3(b).

(lllllll) "Straddle Period" means any taxable period that includes but does not end on the Closing Date.

(mmmmmmm) "Supplemental Assumed Claims" shall have the meaning given to it in that certain Final Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Applicable Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; and (IV) Granting Related Relief, entered in the Bankruptcy Case on July 19, 2024 at Docket No. 306. For the avoidance of doubt, the Committee shall designate Supplemental Assumed Claims based on the Schedules filed by the Sellers, subject to adjustment, in the Committee's discretion, to account for Supplemental Assumed Claims filed prior to the bar date established in the Bankruptcy Case. A schedule of Supplemental Assumed Claims shall be attached to the Supplemental Assumed Claims Escrow Agreement. The total amount of Supplemental Assumed Claims shall not exceed \$3,500,000 in the aggregate.

(nnnnnnn) "Supplemental Assumed Claims Escrow Agreement" has the meaning specified in Section 2.8.

(ooooooo) "Supplemental Assumed Claims Fund" shall mean the escrow account to be established to facilitate payments to holders of Supplemental Assumed Claims on account of such claims, and which shall be funded at Closing by Supplemental Claims Company from contributions from the Lenders or Affiliates of the Lenders to Supplemental Claims Company in the amount of \$3,500,000.00.

(ppppppp) "Supplemental Assumed Claims Release" means a release document, substantially in the form attached hereto as Exhibit F, that each holder of a Supplemental Assumed Claim must execute in favor of Supplemental Claims Company, Sellers, Purchaser, the Administrative Agent, the Lenders and their respective Affiliates, officers, directors, employees, representatives and advisors as a condition to receiving payment from the Supplemental Assumed Claims Fund.

(qqqqqq) “Supplemental Claims Company” has the meaning specified in the preamble.

(rrrrrr) “Tax” or “Taxes” (and with correlative meaning, “Taxable” and “Taxing”) means any federal, state, provincial, territorial, municipal, local, foreign or other income, alternative, minimum, alternative minimum, add-on minimum, franchise, capital stock, net worth, capital, profits, intangibles, inventory, windfall profits, gross receipts, value added, sales, use, goods and services, harmonized sales, GST/HST, QST, retail, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, rent, occupancy, license, occupational, employment (including Canada Pension Plan and provincial pension plan contributions, provincial health plan contributions, insurance contributions, unemployment insurance contributions, parental insurance premiums and deductions at source), social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy, contribution, deemed overpayment of taxes or obligation to repay an amount in respect of any COVID-19 related loan program or direct or indirect wage, rent or other subsidy offered by a Governmental Authority, or other governmental charge or assessment or deficiencies thereof (including all interest, penalties and fines thereon and additions thereto whether disputed or not).

(ssssss) “Tax Return” means any return, report, election, or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax including any combined, consolidated or unitary returns of any group of entities.

(tttttt) “Termination Date” has the meaning specified in Section 9.1(c).

(uuuuuu) “Third Party Intellectual Property” means all (i) intellectual property rights of any kind owned by a third party, (ii) all rights to privacy and Personal Information of any kind owned by a third party, and (iii) all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing; in each case that are used by any Seller in connection with the Business.

(vvvvvv) “Title IV Plan” has the meaning specified in Section 4.14(a).

(wwwwww) “Trade Secrets” means confidential and proprietary information and trade secrets (including ideas, research and development, know-how, formulae, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

(xxxxxx) “Trademarks” means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or

unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing.

(yyyyyyy) “Transferred Information” has the meaning specified in Section 6.2(a).

(zzzzzzz) “Transfer Taxes” has the meaning specified in Section 7.1(b).

(aaaaaaa) “Transportation Laws” means all U.S. and non-U.S. Legal Requirements intended to prohibit, restrict or regulate actions and activities of motor passenger carriers.

(bbbbbbbb) “United States” and “U.S.” mean the United States of America.

(ccccccc) “User Data” means any data or information collected by or on behalf of any of the Sellers from users of any Company Website.

(ddddddd) “Utility Escrow” means the adequate assurance deposit made by Sellers in connection with the continued provision of post-petition utility services pursuant to an order of the Bankruptcy Court.

(eeeeeee) “Vehicles” means all motor vehicles, trucks and other rolling stock and all assignable warranties related thereto.

(ffffff) “Waived Avoidance Actions” means Avoidance Actions against (i) the holder of a trade payable assumed by the Purchaser hereunder in respect of such trade payable (ii) the counterparty to an Assumed Contract with respect to Assumed Liabilities relating to such Assumed Contract and (iii) the Lenders.

(ggggggg) “WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar applicable state or local Legal Requirements or similar Legal Requirements in other jurisdictions.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars, Exchange Rate. Any reference in this Agreement to \$ shall mean U.S. dollars. To the extent that any portion of the Purchase Price needs to be denominated in Canadian dollars in accordance with the applicable local Legal Requirements, then the U.S.

denominated amount shall be converted into Canadian dollars using the noon spot exchange rate published by the Bank of Canada on the relevant date.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. All Exhibits and Schedules are subject to the mutual agreement of the Parties at the time of execution of this Agreement by all of the Parties, except as otherwise provided in Sections 2.1(b) and 2.1(c). Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only, shall include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement into Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

SECTION 2 **PURCHASE AND SALE**

2.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, each Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase, free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than the Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), all of such Seller’s right, title and interest in, to or under all of the following properties, contractual rights, rights, Claims and assets (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or

held for use in or relating to the Business (herein collectively called the “Purchased Assets”), including, without limitation, the following (other than Excluded Assets):

(a) all Equipment owned by Sellers, including the Equipment listed on Schedule 2.1(a);

(b) all Contracts entered into by Sellers, including the Contracts listed or described on Schedule 2.1(b) under the heading “Contracts Being Assumed” (the “Assumed Contracts”); provided, however, that (i) the Purchaser may, in its absolute discretion, add any Contracts to Schedule 2.1(b) or redesignate any Contracts from under the heading “Contracts Being Rejected” to under the heading “Contracts Being Assumed” in accordance with the Bidding Procedures Order, and (ii) at any time prior to the Closing Date, the Purchaser may redesignate any Contracts from under the heading “Contracts Being Assumed” to “Contracts Being Rejected” in accordance with the Bidding Procedures Order;

(c) all Leases, and rights thereunder, listed under the heading “Leases Being Assumed” on Schedule 2.1(c) (such Leases, the “Assumed Real Property Leases”); provided, however, that (i) the Purchaser may, in its absolute discretion, add any Leases of Leased Real Property to Schedule 2.1(c) or redesignate any Leases of Leased Real Property from under the heading “Leases Being Rejected” to under the heading “Leases Being Assumed” in accordance with the Bidding Procedures Order and (ii) at any time prior to the Closing Date, the Purchaser may redesignate any Leases from under the heading “Leases Being Assumed” to “Leases Being Rejected” in accordance with the Bidding Procedures Order;

(d) the Collective Bargaining Agreements listed on Schedule 2.1(d);

(e) to the extent transferable, the Permits set forth on Schedule 2.1(e) and pending applications therefor;

(f) the Intellectual Property set forth on Schedule 2.1(f) (including all goodwill associated therewith);

(g) all Documents of such Seller relating to any other Purchased Asset, except those (i) relating solely to any Excluded Asset or Excluded Liability; (ii) relating to employees of such Seller who are not Hired Employees; or (iii) the Organizational Documents of such Seller;

(h) all telephone and facsimile numbers and other directory listings, to the extent assignable and the right to receive and retain such Seller’s mail and other communications;

(i) the Purchased Deposits set forth on Schedule 2.1(i);

(j) insurance proceeds and insurance awards associated with the Purchased Assets and the Business receivable to the extent transferable and any other rights and claims under any insurance policies;

(k) the operating and capitalized equipment leases listed or described on Schedule 2.1(k) (the “Assumed Equipment Leases”);

(l) any rights, claims, credits, refunds, causes of action, choses in action, rights of recovery and rights of setoff of such Seller against third parties arising out of events occurring on or prior to the Closing Date, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers, contractors and any other Person relating to products sold, or services provided, to such Seller, including those claims set forth on Schedule 2.1(l);

(m) all goodwill and other intangible assets;

(n) any proprietary rights in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property or the Business, including memoranda, manuals, technical specifications and other records wherever created throughout the world, but excluding reports of accountants, investment bankers, crisis managers, turnaround consultants and financial advisors or consultants;

(o) the Waived Avoidance Actions; provided, that such Waived Avoidance Actions shall be waived by Sellers and the Purchaser prior to or as of Closing;

(p) all advertising, marketing and promotional materials, studies, reports and all other printed or written materials;

(q) all rights of such Seller under non-disclosure or confidentiality, non-disparagement, non-compete, or non-solicitation agreements with the Hired Employees or any employees of such Seller terminated within twelve (12) months prior to the Closing Date, or with any agents of such Seller or with third parties;

(r) without duplication to Section 2.1(b), the Seller Plans listed on Schedule 2.1(r) (the “Assumed Seller Plans”), the assets relating to the Assumed Seller Plans, and all rights and interests of such Seller under the Assumed Seller plans and the Assumed Contracts exclusively related thereto;

(s) the Vehicles and Contracts for leases of Vehicles listed on Schedule 2.1(s) (such vehicles, together with Vehicles listed on Schedule 2.1(A), the “Purchased Vehicles” and such Contracts for the leases of Purchased Vehicles, the “Assumed Vehicle Leases”);

(t) the rights to refunds or credits for Taxes with respect to a Straddle Period or Post-Closing Tax Period solely to the extent relating to Taxes arising out of ownership of the Purchased Assets (other than any refunds or credits that are Excluded Assets);

- (u) Accounts Receivable associated with the Business;
- (v) All Personal Information held by the Sellers and all Privacy Consents;
- (w) the Owned Real Property;
- (x) all Purchased D&O Claims;
- (y) Inventory associated with the Business and located at sites identified on Schedules 4.7(a)(i) and 4.7(b); and
- (z) the additional assets, properties, privileges, rights (including prepaid expenses) and interests of such Seller of every kind and description and wherever located, whether known or unknown, fixed or undetermined, accrued, absolute, contingent or otherwise, including those listed on Schedule 2.1(z); provided, however, none of the Parties hereto intends that the Purchaser, or any of its Affiliates, shall be deemed to be a successor to Sellers with respect to the Purchased Assets;

In the event that any employees or Affiliates of any Seller owns (or is listed as the owner of record) or is in possession of any of the Purchased Assets, Sellers shall cause such employee or Affiliate to convey such interest to the Purchaser at the Closing. In furtherance and not in limitation of the foregoing, Sellers shall cause their Affiliates to transfer, assign, convey and deliver to Purchaser at the Closing all of such Affiliates' right, title and interest in, to or under the assets set forth on Schedule 2.1(A), which shall upon such transfer, assignment, conveyance and delivery become Purchased Assets for all purposes hereunder. For the avoidance of doubt, neither the Sellers nor any of their respective Affiliates are selling, assigning, transferring, or conveying to the Purchaser any right, title or interest in any of the Excluded Assets pursuant to this Agreement or otherwise, and the Purchased Assets shall not include any of the Excluded Assets.

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Purchaser or Supplemental Claims Company, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of this Agreement, the term "Excluded Assets" shall mean:

- (a) other than Purchased Deposits, all Cash and Cash Equivalents;
- (b) all shares of capital stock or other equity interest of any Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller;
- (c) all minute books, stock ledgers, corporate deals, stock certificates, and Organizational Documents of Sellers;
- (d) subject to the provisions of Section 2.1(b), any Contracts listed under the heading "Contracts Being Rejected" on Schedule 2.1(b) or any Contracts not listed or described under the heading "Contracts Being Assumed" on Schedule 2.1(b) (the "Excluded Contracts");

(e) subject to the provisions of Section 2.1(c), all Leases of Leased Real Property, and rights thereunder, listed under the heading “Leases Being Rejected” on Schedule 2.1(c) or any Leases of Leased Real Property not listed or described under the heading “Leases Being Assumed” on Schedule 2.1(c) (the “Excluded Leases”);

(f) any rights, claims or causes of action of Sellers under this Agreement or the Ancillary Documents;

(g) all Retained D&O Claims;

(h) all receivables, claims or causes of action solely and exclusively related to any Excluded Asset or otherwise unrelated to the Business;

(i) all insurance policies;

(j) all Avoidance Actions other than Waived Avoidance Actions;

(k) all Documents relating solely and exclusively to an Excluded Asset or an Excluded Liability;

(l) Tax Returns and tax-related records of each Seller and any refund, credit, or other tax asset related to Taxes of any Seller;

(m) the Utility Escrow;

(n) all bank accounts of Sellers; and

(o) other assets of Sellers as set forth on Schedule 2.2(n).

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Purchaser and Supplemental Claims Company shall execute and deliver to Sellers the Assumption and Assignment Agreement pursuant to which the Purchaser shall assume and agree to discharge, when due (in accordance with its respective terms and subject to the respective conditions thereof), only the Liabilities (without duplication) set forth in Section 2.3(a), (b), (c), (d), (e), (f), (g), (h) and (j), and pursuant to which Supplemental Claims Company shall assume only the Liabilities set forth in Section 2.3(i) on the terms and conditions set forth in this Agreement (collectively the “Assumed Liabilities”) and no others:

(a) subject to Section 2.5(a), any and all Liabilities arising under the Assumed Contracts, Assumed Vehicle Leases, Assumed Equipment Leases and the Assumed Real Property Leases, but only to the extent such Liabilities are to be performed after the Closing Date or arise after the Closing Date and related solely to events occurring after the Closing Date;

(b) all other Liabilities arising out of the conduct of the Business or ownership of the Purchased Assets, but only to the extent such Liabilities first arise or accrue after the Closing Date and result from the post-Closing Date ownership and operation of the Purchased Assets by the Purchaser; provided, however, that the Purchaser shall assume all Liabilities related

to any distributions required to be made after the Closing Date pursuant to the terms of any 401(k) plan listed on Schedule 2.1(r) or Legal Requirement applicable to all such plans;

(c) all Cure Costs in an aggregate amount not to exceed \$6,000,000;

(d) all Liabilities relating to or arising under the Seller Plans listed on Schedule 2.1(r), but only to the extent the Liabilities first arise or accrue after the Closing Date from the post-Closing Date ownership of the Purchased Assets by the Purchaser;

(e) all Prepayments/Deposits outstanding as of the Closing Date set forth on Schedule 2.3(e);

(f) Liabilities, including those Liabilities where checks and draws have been written or submitted prior to the close of business on the Closing Date but have not cleared prior to Closing, with respect to trade and vendor accounts payable arising in respect of goods or services received by any Seller in the Ordinary Course of Business arising after the Petition Date to the extent associated with the portion of Sellers' business relating to the Purchased Assets and designated by the Purchaser prior to the Closing Date but only to the extent set forth on Schedule 2.3(f), which Schedule 2.3(f) will be updated by Sellers five (5) Business Days prior to Closing and again the Business Day prior to Closing;

(g) the Assumed Secured Debt;

(h) all Liabilities for Taxes arising out of the conduct of the Business or ownership of the Purchased Assets for any Post-Closing Tax Period and any Transfer Taxes allocable to Purchaser pursuant to Section 7.1(b);

(i) the Supplemental Assumed Claims; provided, however, that the Supplemental Assumed Claims shall be assumed exclusively by Supplemental Claims Company and on a non-recourse basis and which thereafter shall be satisfied exclusively (along with all associated liability) from and solely to the extent of the proceeds of the Supplemental Assumed Claims Fund; and provided, further, that the sole recourse for holders of Supplemental Assumed Claims against Supplemental Claims Company, the Lender, or the Purchaser and each of their respective Affiliates, officers, directors, representatives and employees on account of such claims shall be to seek recovery from the Supplemental Assumed Claims Fund in accordance with this Agreement and the Sale Order and holders of Supplemental Assumed Claims shall have no recourse as against Sellers for that portion of their claim that constitutes a Supplemental Assumed Claim and for which they are entitled to receive a recovery from the Supplemental Assumed Claims Fund; and

(j) all obligations first arising after the Closing under any Collective Bargaining Agreement identified in Schedule 2.1(d).

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities (except for the Supplemental Assumed Claims, which shall be assumed exclusively by Supplemental Claims Company), the Purchaser shall not assume

and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of Sellers or any of their Affiliates of any kind or nature whatsoever, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers (collectively the “Excluded Liabilities”). For the avoidance of doubt, the Excluded Liabilities with respect to Sellers include, but are not limited to, the following:

(a) any Liability of Sellers, arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including all finder’s or broker’s fees and expenses and any and all fees and expenses of any Representatives of Seller;

(b) any Liability related to any Action;

(c) any and all Liabilities for Taxes, including all employer portions of any payroll Taxes applicable in respect of the Liabilities described in Section 2.4(j) arising out of ownership of the Purchased Assets for any Pre-Closing Tax Period, and Transfer Taxes to the extent specifically allocable to Sellers pursuant to Section 7.1(b);

(d) any Liability incurred by Sellers or their respective directors, officers, stockholders, agents or employees (acting in such capacities) after the Closing Date;

(e) any Liability of Sellers to any Person on account of any Action that arose, and relates to facts, circumstances or events that existed or occurred, solely and exclusively before the Closing;

(f) any Liability to the extent relating to or arising out of the ownership or operation of an Excluded Asset;

(g) any Liability of Sellers under any Indebtedness, including Indebtedness under the Credit Agreement and the DIP Credit Agreement, any Indebtedness owed to any stockholder or other Affiliate of any Seller, and any Contract evidencing any such financing arrangement, but excluding the Assumed Secured Debt;

(h) the obligation to pay the amounts owed (and no other Liabilities) for goods or services received by any Seller in the Ordinary Course of Business in respect of any trade and vendor accounts payable arising after the Petition Date, other than any such Liabilities that are specified in this Agreement as Assumed Liabilities;

(i) all Liabilities under any Contract or Lease that is not an Assumed Contract, Assumed Equipment Lease, Assumed Vehicle Lease, or Assumed Real Property Lease;

(j) except for those obligations of Purchaser set forth in Section 7.2, all Liabilities arising from or relating to the employment or service or termination of employment or service of any present or former employee or individual service provider of any Seller or any of its Affiliates who is not a Hired Employee, including without limitation any Seller Employee, in respect of any period of time whatsoever;

(k) all Liabilities arising from or relating to the employment or service or termination of employment or service of any Hired Employee, in respect of the period prior to the Closing Date;

(l) any Liability of Sellers under letters of credit and performance bonds;

(m) other than as specifically set forth herein, fees or expenses of Sellers incurred with respect to the transactions contemplated herein;

(n) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by Sellers' customers to a Seller on or before the Closing; (ii) did not arise in the Ordinary Course of Business; or (iii) are not validly and effectively assigned to Purchaser pursuant to this Agreement;

(o) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of any Seller (including with respect to any breach of fiduciary obligations by same);

(p) any liability or obligations arising out of or relating to the Sellers having been in violation of any Legal Requirement (including for greater certainty any consumer protection Legal Requirement or Privacy and Security Laws) at any time on or prior to Closing; and

(q) any Liabilities arising out of, in respect of or in connection with the failure by Sellers or any of their respective Affiliates to comply with any Legal Requirements or Order;

(r) any Liability owing to any holder of a Supplemental Assumed Claim other than the Assumed Liabilities described in Section 2.3(i) (and subject to the limitations set forth therein); and

(s) all Liabilities arising from or relating to any of Seller Plans which are not Assumed Seller Plans or Assumed Contracts exclusively related thereto, and all Liabilities arising from or relating to any of the Assumed Seller Plans or Assumed Contracts that are not Assumed Liabilities pursuant to Section 2.3(d).

2.5 Assignments; Cure Costs.

(a) Sellers shall transfer and assign all Assumed Contracts, Assumed Equipment Leases, Assumed Real Property Leases, and Assumed Vehicle Leases (collectively, the "Assigned Contracts") to the Purchaser, and the Purchaser shall assume all Assigned Contracts, from Sellers, as of the Closing Date pursuant to section 365 and/or 1113(a) of the Bankruptcy Code and the Sale Order. In connection with such assumption and assignment, the Purchaser shall cure all monetary defaults under such Assigned Contracts to the extent required by section 365(b) of the Bankruptcy Code (all such amounts, the "Cure Costs"). For the avoidance of doubt, the

Purchaser shall pay all Cure Costs for each Assigned Contract in the Ordinary Course of Business post-Closing. The Cure Costs for each Assigned Contract as of the date hereof are set forth opposite the name of such Assigned Contract set forth on Schedule 2.5. Sellers shall provide an updated Schedule 2.5 containing any necessary updates to the Cure Costs no later than five (5) days prior to the anticipated Sale Hearing. For the avoidance of doubt, Purchaser shall not be responsible for curing any non-monetary defaults under any Assigned Contract.

(b) The Sale Order shall provide that as of the Closing, Sellers shall assign to the Purchaser the Assigned Contracts. The Assigned Contracts shall be identified by their name and their date (if available), the other party to the Assigned Contract, and the address of such party for notice purposes, all included on an exhibit attached to either the Bidding Procedures Motion or to any notice served in accordance with the Bidding Procedures Order. Such exhibit or notice shall also (i) set forth the amounts necessary to cure any defaults under each of the Assigned Contracts, as determined by the Seller party thereto based on such Seller's books and records or as otherwise determined by the Bankruptcy Court, and (ii) delineate a procedure for transferring to the Purchaser the rights to any Purchased Deposits in the form of cash or letters of credit on deposit with the other party to any Assumed Real Property Lease.

(c) In the case of licenses, certificates, approvals, authorizations, Leases, Contracts and other commitments included in the Purchased Assets that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, subject to any approval of the Bankruptcy Court that may be required, and the terms set forth in Section 6.3, promptly cooperate with the Purchaser in any lawful and commercially reasonable arrangement under which the Purchaser would, to the extent practicable, obtain the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Purchaser, and this Agreement shall not operate as an assignment thereof in violation of any such license, certificate, approval, authorization, Lease, Contract or other commitment.

(d) Sellers shall comply with all requirements of section 1113(a) in respect of any Collective Bargaining Agreements associated with the Business and listed on Schedule 2.1(d).

2.6 Further Assurances. At the Closing, and at all times thereafter as may be necessary, Sellers (as applicable), each of their respective Affiliates, the Purchaser, and Supplemental Claims Company shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in the Purchaser title to the Purchased Assets, including any Intellectual Property included in the Purchased Assets, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and such other instruments as shall be reasonably necessary to evidence the assignment by Sellers to the Purchaser or its designee of the Assumed Liabilities (other than the Supplemental Assumed Claims which are being assumed exclusively on a non-recourse basis by Supplemental Claims Company), including the Assigned Contracts, or to evidence the assignment by Sellers to Supplemental Claims Company of the Supplemental Assumed Claims. Sellers, the Purchaser, and Supplemental Claims Company shall cooperate with one another to

execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby. At the Closing, and at all times thereafter as may be necessary, the Purchaser shall reasonably cooperate with Sellers at Sellers' request and cost to facilitate the procurement, possession and return to Sellers of any Excluded Assets, including any equipment subject to an operating or capitalized lease that does not constitute an Assumed Equipment Lease.

2.7 Designated Purchaser/Assignee. For the avoidance of doubt, pursuant to the terms and conditions of this Agreement, (i) Newco Canada shall acquire the Purchased Assets used in connection with the Business carried out in Canada, and assume the Assumed Liabilities arising in connection with the Business carried out in Canada (other than the Supplemental Assumed Claims), from the Canadian Sellers, (ii) Newco USA shall acquire the Purchased Assets used in connection with the Business carried out in the U.S., and assume the Assumed Liabilities arising in connection with the Business carried out in the U.S. (other than the Supplemental Assumed Claims), from the Sellers (other than the Canadian Sellers), and (iii) Supplemental Claims Company shall assume the Supplemental Assumed Claims on a non-recourse basis and which thereafter shall be satisfied (along with all associated liability) exclusively from and solely to the extent of the proceeds of the Supplemental Assumed Claims Fund (funded with cash capital contributions made to Supplemental Claims Company by Lenders (or from Affiliates of the Lenders)) as further provided in Section 2.8 herein.

2.8 Supplemental Assumed Claims. As a condition to Closing, the parties shall establish the Supplemental Assumed Claims Fund via a mutually acceptable escrow agreement (the "Supplemental Assumed Claims Escrow Agreement") (and which agreement shall also be mutually acceptable to the DIP Agent, the Lenders, and Committee). All Supplemental Assumed Claims shall be assumed exclusively by Supplemental Claims Company on a non-recourse basis pursuant to this Agreement at Closing and thereafter shall be satisfied (along with all associated liability) exclusively from and solely to the extent of the proceeds of the Supplemental Assumed Claims Fund. The Supplemental Assumed Claims Fund shall be funded by an amount equal to \$3,500,000, which shall be contributed in immediately available funds as capital to Supplemental Claims Company by the Lenders or by Affiliates of the Lenders in consideration for receipt by the Lenders or such Affiliates of non-voting ownership interests in Supplemental Claims Company, and which funds shall be subsequently deposited by Supplemental Claims Company to the Supplemental Assumed Claims Fund. The Sale Order shall provide that the Supplemental Assumed Claims Fund shall be the sole source of recovery as against Supplemental Claims Company, the Purchaser, and the Lenders (including their respective Affiliates, officers, directors, employees, agents, representatives, and professionals) for holders of Supplemental Assumed Claims, and all such holders shall be required to execute and deliver a Supplemental Assumed Claims Release to that effect as a condition to receiving payment from the Supplemental Assumed Claims Fund. Holders of Supplemental Assumed Claims shall have no recourse as against Sellers for that portion of their claim that constitutes a Supplemental Assumed Claim and for which they are entitled to receive a recovery from the Supplemental Assumed Claims Fund, and all such holders shall be required to execute and deliver a Supplemental Assumed Claims Release to that effect as a condition to receiving payment from the Supplemental Assumed Claims Fund. The Supplemental Assumed Claims Escrow Agreement shall provide that the Supplemental Assumed

Claims Fund shall be administered by a claims ombudsman to be appointed by the Committee, and shall provide for such ombudsman to be compensated from the amount contributed as capital by the Lenders or by Affiliates of the Lenders to Supplemental Claims Company and subsequently deposited by Supplemental Claims Company to the Supplemental Assumed Claims Fund.

SECTION 3 **PURCHASE PRICE**

3.1 Purchase Price. Subject to the terms and conditions set forth in this Agreement, the purchase price to be paid by the Purchaser in exchange for the Purchased Assets (the “Purchase Price”) shall be the sum of the following:

(a) the aggregate amount of the Assumed Liabilities (including the amount of the Assumed Secured Debt but excluding the amount of the Supplemental Assumed Claims); plus

(b) the aggregate amount of the Cure Costs paid by the Purchaser in accordance with this Agreement.

3.2 Closing Date Payment. At the Closing, the Purchaser shall satisfy the Purchase Price as follows:

(a) the Purchaser shall take the actions described in Section 3.3 with respect to the Good Faith Deposit;

(b) the Purchaser shall pay directly to the obligees identified on Schedule 2.5 the Cure Costs in the Ordinary Course of Business post-Closing up to \$6,000,000; provided, however, that the Purchaser shall only be obligated to pay a Cure Cost if it has assumed the underlying Liability to such obligee under this Agreement; and

(c) with respect to the Assumed Liabilities (other than Supplemental Assumed Claims, which shall be addressed exclusively through the Supplemental Assumed Claims Fund), the Purchaser shall assume such Assumed Liabilities at the Closing (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and satisfy such Assumed Liabilities in accordance with their terms.

3.3 Good Faith Deposit. The Purchaser has deposited into an escrow account (the “Escrow Account”) with Young Conaway Stargatt & Taylor, LLP, as escrow agent (the “Escrow Holder”) an amount equal to \$2,000,000 (the “Good Faith Deposit”) in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of this Agreement by Sellers, the Good Faith Deposit shall become nonrefundable upon the termination of this Agreement by Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) and shall be refunded to the Purchaser upon the termination of this Agreement for any other reason (subject to Section 9.3). At the Closing, Sellers

and the Purchaser shall instruct the Escrow Holder to release the Good Faith Deposit (and any interest or income accrued thereon) to Purchaser. In the event the Good Faith Deposit becomes nonrefundable as provided herein before the Closing by reason of a termination pursuant to Section 9.1(d) or the last sentence of Section 9.3, the Escrow Holder shall promptly disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated herein terminate in accordance with the termination provisions hereof by any reason other than pursuant to Section 9.1(d) (subject to Section 9.3), the Escrow Holder shall promptly return to the Purchaser the Good Faith Deposit (together with all income or interest accrued thereon).

3.4 Allocation of Purchase Price. Within 90 days following the Closing, Purchaser shall deliver to Sellers a schedule allocating the Purchase Price, Assumed Liabilities, and all other amounts treated as consideration for applicable tax purposes among the Purchased Assets in accordance with the principles set forth on Schedule 3.4 (the "Allocation"). Purchaser and Sellers shall cooperate in good faith to agree upon the Allocation within one-hundred twenty (120) days of the Closing Date, and Purchaser shall not take any position relating to the Allocation on any Tax Return, including Form 8594, or with any Governmental Authority without Sellers' prior written consent (such consent not be unreasonably withheld, conditioned, or delayed), except as required by law; provided that, if Purchaser and Seller cannot resolve any dispute with respect to the Allocation within one-hundred twenty (120) days of the Closing Date, each Party shall use its determination of the Allocation and neither Party shall be bound by the other Party's determination of the Allocation. In the event that any Governmental Authority disputes the Allocation, Sellers or the Purchaser, as the case may be, shall promptly notify the other Party of the nature of such dispute.

3.5 Closing Date. Upon the terms and conditions set forth in this Agreement the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby (the "Closing") shall take place at the offices of McGuireWoods located at 1251 6th Avenue, 20th Floor, New York, New York 10020, or alternatively, as Sellers and Purchaser may mutually agree, remotely via electronic delivery of documents and funds. The Closing shall occur as promptly as practicable, and at no time later than the third Business Day, following the date on which the conditions set forth in SECTION 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as the Purchaser and Sellers may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date."

3.6 Deliveries of the Purchaser and Supplemental Claims Company. At or prior to the Closing, the Purchaser and/or Supplemental Claims Company (as applicable) shall deliver to Sellers (or, if applicable, to the Administrative Agent or DIP Agent on behalf of the Lenders and DIP Lenders, respectively):

(a) the Assumption and Assignment Agreement, and each other Ancillary Document to which the Purchaser and/or Supplemental Claims Company is a party, duly executed by the Purchaser and/or Supplemental Claims Company (as applicable);

(b) the officer's certificates required to be delivered pursuant to Section 8.3(a)(i) and (ii);

(c) the Assumed Debt Credit Documents, duly executed by the Purchaser and the other guarantors party thereto;

(d) if applicable, the documents and/or executed elections set out in Section 7.1;

(e) the Supplemental Assumed Claims Escrow Agreement duly executed by Supplemental Claims Company and in form and substance mutually satisfactory to Sellers, the Committee, the DIP Agent, and the Lenders, which shall establish the Supplemental Assumed Claims Fund and govern the distributions from the Supplemental Assumed Claims Fund to holders of Supplemental Assumed Claims; and

(f) such other assignments and instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request.

3.7 Deliveries of Sellers. At or prior to the Closing, Sellers shall deliver to the Purchaser and/or Supplemental Claims Company (as applicable):

(a) the Bills of Sale, the Assumption and Assignment Agreement and each other Ancillary Document to which a Seller is a party, duly executed by each Seller;

(b) instruments of assignment of the Copyrights (the "Assignment of Copyrights"), Trademarks (the "Assignment of Trademarks") and Domain Name Registrations (the "Assignment of Domain Names") that are owned by each Seller and included in the Purchased Assets, if any, duly executed by the applicable Sellers, in form for recordation with the appropriate Governmental Authorities, in form and substance reasonably acceptable to the Parties, and any other assignments or instruments with respect to any Intellectual Property included in the Purchased Assets for which an assignment or instrument is required to assign, transfer and convey such assets to the Purchaser;

(c) a copy of the Sale Order entered by the Bankruptcy Court;

(d) a copy of the Canadian Sale Recognition Order entered by the Canadian Court;

(e) the officer's certificate required to be delivered pursuant to Section 8.2(a)(i), (ii) and (iii);

(f) a complete and duly executed IRS Form W-9 by each Seller that is not a Canadian Seller and form W8-BEN-E by each Canadian Seller, if and as applicable;

(g) instruments of assumption and assignment of the Assumed Real Property Leases in form and substance reasonably acceptable to the Parties (the “Assumption and Assignment of Leases”), duly executed by the applicable Sellers, in form for recordation with the appropriate public land records, if necessary, and any other related documentation or instruments necessary for the conveyance of any Assumed Real Property Lease;

(h) (i) all lease files for the Assumed Real Property Leases (including copies of any plans of the Leased Real Property that is the subject of any Assumed Real Property Lease), and (ii) keys or the access codes for any electronic security system located at the Leased Real Property that is the subject of any Assumed Real Property Lease;

(i) a certificate of good standing, or equivalent document, for each Seller, as certified as of a recent date by the applicable Governmental Authority;

(j) a certificate of an authorized Person of each Seller, dated the Closing Date, in form and substance reasonably satisfactory to the Purchaser, as to, with respect to such Seller, (i) such Seller’s authorization to execute and perform its obligations under this Agreement and the Ancillary Documents to which such Seller is a party; and (ii) incumbency and signatures of the authorized Persons of such Seller executing this Agreement and any such Ancillary Documents;

(k) all instruments and documents necessary to release any and all Encumbrances (other than Permitted Encumbrances), including appropriate UCC financing statement amendments (including termination statements);

(l) if applicable, the documents and/or executed elections set out in Section 7.1;

(m) the Supplemental Assumed Escrow Agreement duly executed by the Sellers and in form and substance mutually satisfactory to Supplemental Claims Company, the DIP Agent, the Committee, and the Lenders, which shall establish the Supplemental Assumed Claims Fund and govern the distributions from the Supplemental Assumed Claims Fund to holders of Supplemental Assumed Claims; and

(n) such other documents and instruments as the Purchaser or Supplemental Claims Company may reasonably require in order to effectuate the transactions contemplated by this Agreement.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, except as set forth in the Schedules, each Seller hereby jointly and severally represents and warrants to the Purchaser as of the date hereof and as of the Closing as follows:

4.1 Organization of Sellers. Each Seller is an entity duly incorporated or organized, as the case may be, validly existing and in good standing (where such concept is recognized under applicable Legal Requirements) under the Legal Requirements of its jurisdiction of incorporation or formation and, except as a result of the Bankruptcy Case, has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties (including the Purchased Assets) and to carry on its business (including the Business) as it is now being conducted and to perform its obligations hereunder and under any Ancillary Document, in each case, except as a result of the Bankruptcy Case, the Canadian Recognition Case (solely in respect of the Canadian Sellers) or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Subsidiaries. Except as set forth on Schedule 4.2, no Seller has any subsidiaries.

4.3 Authority of Sellers; No Conflict; Required Filings and Consents.

(a) Subject to (i) the Bankruptcy Case and to the extent that the Bankruptcy Court approval is required, including the Sale Order, and (ii) solely in respect of the Canadian Sellers, the Canadian Recognition Case and to the extent that any the Court approval is required, including the Canadian Sale Recognition Order, (A) each Seller has full power and authority to execute, deliver and perform its obligations under, and consummate the transactions contemplated by, this Agreement and each of the Ancillary Documents to which such Seller is a party, and to sell, transfer and assign the Purchased Assets to the Purchaser in accordance with the terms of this Agreement, (B) the execution, delivery and performance of this Agreement and such Ancillary Documents by such Seller, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required corporate (or equivalent) action on the part of such Seller and do not require any authorization or consent of any shareholders or members of such Seller that has not been obtained, and (C) this Agreement has been duly authorized, executed and delivered by such Seller and is the legal, valid and binding obligation of such Seller enforceable in accordance with its terms, and each of the Ancillary Documents to which such Seller is a party has been duly authorized by such Seller and upon execution and delivery by such Seller, will be a legal, valid and binding obligation of such Seller enforceable in accordance with its terms.

(b) Except for (i) the Bankruptcy Cases and to the extent that any Bankruptcy Court approval is required, including the Sale Order, and (ii) solely in respect of the Canadian Sellers, the Canadian Recognition Case and to the extent that any Canadian Court approval is required, including the Canadian Recognition Sale Order, and subject to receipt of the Governmental Consents, none of the execution and delivery of this Agreement or any of the Ancillary Documents by each Seller, the consummation by such Seller of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by such Seller, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or loss of a material benefit, or result in the creation of any Encumbrance on any of the Purchased Assets (in each case with or without notice or lapse of time or both), under (i) any Organizational Document of such Seller, (ii) any Permits of such Seller, (iii) any Order to which such Seller is bound or any Purchased Asset is subject, (iv) any Legal Requirement affecting

such Seller or the Purchased Assets, and (v) except as set forth on Schedule 4.3(b), any Assigned Contracts, subject to the payment of the Cure Costs.

4.4 Financial Statements. (a) A complete copy of the audited financial statements consisting of the balance sheet of Project Kenwood Acquisition, LLC as at December 31 in the year 2022 and the related statements of income and retained earnings, stockholders' equity and cash flow for the year then ended (the "Audited Financial Statements") and (b) unaudited financial statements of the business constituting the Purchased Assets consisting of statements of income for the twelve month period ending December 31, 2023, and the three-month period ending March 31, 2024 (the (b) being considered, the "Business Financial Statements") have been delivered to Purchaser. The Business Financial Statements are provided in accordance with GAAP. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of revenue and expenses during the reported period. Actual results could differ from those estimates.

4.5 Title to the Purchased Assets; Sufficiency

(a) Sellers or, in the case of assets set forth on Schedule 2.1(A), Affiliates of Sellers, have good and valid title to, or, in the case of property leased or licensed by Sellers or its subsidiaries, a valid and subsisting leasehold interest in or a legal, valid and enforceable licensed interest in or right to use, all of the Purchased Assets, and, upon delivery to the Purchaser on the Closing Date of the instruments of transfer contemplated by Section 3.7, and subject to the terms of the Sale Order, will deliver the Purchased Assets to the Purchaser free and clear of all Liabilities or Encumbrances, except for the Assumed Liabilities (other than the Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances.

(b) Except as set forth on Schedule 4.5(i), (i) (A) the buildings, plants, and structures on the Owned Real Property or the Leased Real Property for which a Seller is responsible for maintenance are structurally sound, and (B) the furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property (which for buses shall include only active in service buses) included in the Purchased Assets are in good operating condition and repair, and are adequate for the uses to which they are being put, and (ii) none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Except for (1) Excluded Contracts and Excluded leases; (2) the Seller Plans that are Excluded Assets; (3) Seller Employees to whom Purchaser does not offer employment pursuant to Section 7.2 of this Agreement; (4) the insurance policies and bank accounts of the Sellers that are not assumed by the Purchaser, and (5) letters of credit and performance bonds, 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 and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

4.6 Consent and Approvals. In addition to the Sale Order, Schedule 4.6 sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority or of any other Person, and each declaration to or filing or registration with any such

Governmental Authority, that is required in connection with the execution and delivery of this Agreement and the Ancillary Documents by Sellers or the performance by Sellers of their obligations thereunder (together with the Sale Order, the “Governmental Consents”).

4.7 Real Property.

(a) Owned Real Property. Schedule 4.7(a)(i) sets forth an accurate and complete list of the Owned Real Property (including street address and owner). Except for Permitted Encumbrances and except as set forth on Schedule 4.7(a)(i), at the Closing, Sellers or, in the case of the Owned Real Property set forth on Schedule 2.1(A), an Affiliate of Sellers, will have good and marketable title in the Owned Real Property set forth on Schedule 4.7(a)(i). Except for Permitted Encumbrances and Encumbrances that will be removed pursuant to the Sale Order, at the Closing the Owned Real Property will not be subject to any other Encumbrances. Except as set forth on Schedule 4.7(a)(ii), there are no pending or, to Sellers’ Knowledge, threatened condemnation proceedings relating to any of the Owned Real Property. No Seller or Affiliate thereof has received any written notice from any Governmental Authority that any of the Improvements on the Owned Real Property or Sellers’ or its Affiliate’s use of the Owned Real Property violates any use or occupancy restrictions, any covenant of record or any zoning or building Legal Requirements. There is no party other than the Sellers or, in the case of the Owned Real Property set forth on Schedule 2.1(A), an Affiliate of Sellers, in possession of any portion of the Owned Real Property, there are no options or rights of first refusal to purchase any portion of the Owned Real Property and no Contract grants any Person (other than the Sellers or an Affiliate of Sellers or the Purchaser) the right of use or occupancy of any portion of the Owned Real Property, other than Permitted Encumbrances and matters disclosed in Schedule 4.7(a)(i). The Sellers have delivered to the Purchaser complete copies of all deeds and existing title insurance policies and, to the extent in the Sellers’ or their Affiliates’ possession, surveys of or pertaining to the Owned Real Property.

(b) Leased Real Property. Schedule 4.7(b) sets forth a true and complete list of (i) all Leases with respect to which a Seller is a lessee, sublessee, licensee or permittee (including all amendments, renewals, extensions, modifications or supplements thereto) and (ii) all Leases with respect to which a Seller is a lessor, in each case related to the Business (including all amendments, renewals, extensions, modifications or supplements thereto). All of the Assumed Real Property Leases are in full force and effect and are valid and enforceable against the Sellers, and, to the Knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Legal Requirements of general applicability relating to or affecting creditor’s rights. No Seller has unilaterally released or waived any of its rights under any of the Assumed Real Property Leases to which it is a party. To the Sellers’ Knowledge, no party to any Lease has committed any material violation, breach or default of any Lease other than a failure to pay (or failure to pay on time) amounts owed under such Lease. No Lease is subject to any Encumbrance, except Permitted Encumbrances. The Sellers have delivered to the Purchaser materially complete copies of each Lease (including all amendments, renewals, extensions, modifications or supplements thereto).

4.8 Regulatory Matters; Permits.

(a) All of the material Permits held by Sellers for the ownership and operation of the Business are in full force and effect (collectively, the “Material Permits”). Schedule 4.8(a) sets forth a true, complete and correct list of all Material Permits held by Sellers as of the Agreement Date.

(b) Sellers are in material compliance with their respective obligations under each of the Material Permits, and no condition exists that without notice or lapse of time or both would constitute a default under, or a violation of, any Material Permit except for such failures to be in compliance or defaults that would not have, individually or in the aggregate, a Material Adverse Effect.

(c) Each Material Permit is valid and in full force and effect and there is no Action, notice of violation, order of forfeiture or complaint against Sellers relating to any of the Material Permits pending or to the Knowledge of Sellers, threatened, before any Governmental Authority.

4.9 Litigation. Except as set forth on Schedule 4.9, as of the date hereof:

(a) there is no Action with a claim amount exceeding \$25,000 pending or, to the Knowledge of Sellers, threatened against a Seller (with respect to the Business) or any of the Purchased Assets or the Business that if resolved adversely to a Seller would result in or that would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect; and

(b) there is no Order against a Seller (with respect to the Business), the Purchased Assets or any of the Assumed Liabilities that would result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

4.10 Vehicles.

(a) Schedule 4.10(a) contains the following information as of the date hereof:

(i) a list of all Purchased Vehicles; and

(ii) for each Purchased Vehicle, (A) owner or lessee thereof, (B) whether such Purchased Vehicle is owned or leased, (C) the respective vehicle identification number or equivalent thereof, (D) the manufacturer and model year, and (E) VIN Number.

(b) To Sellers’ Knowledge, none of the Purchased Vehicles has been the subject of theft, loss, casualty, or destruction (except for such thefts, losses, casualties, and destruction that are within the range customarily experienced in the Ordinary Course of Business and would not result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect).

4.11 Intellectual Property; Data Privacy and Cybersecurity.

(a) Schedule 4.11(a) sets forth a true, correct and complete list, in all material respects, of all U.S. and foreign (i) issued Patents and pending applications for Patents; (ii) registered Trademarks and pending applications for Trademarks; (iii) registered Copyrights and pending applications for Copyrights; (iv) Software proprietary to any of the Sellers that is used in connection with the Business; and (v) all Domain Name Registrations, in each case that is owned by any Seller and used in connection with the Business. Sellers (x) own, or otherwise have a valid right to use, all of the Intellectual Property used in connection with the Business, and (y) exclusively own the Intellectual Property set forth on Schedule 4.11(a), and all such Intellectual Property is subsisting and, to the Knowledge of Sellers, valid and enforceable. Other than as set forth on Schedule 4.11(a), none of the Sellers is obligated to pay royalties to any Person for the use of any Intellectual Property, excluding royalties for the use of Software that is generally commercially available on standard terms.

(b) To the Knowledge of Sellers, (i) the operation and conduct of the Business by Sellers as currently conducted does not infringe, misappropriate or otherwise violate any Third Party Intellectual Property, and there has been no such claim or Action asserted or threatened in writing that has not been finally resolved, and (ii) no Person (including without limitation any current or former officer, director, employee, affiliate or contractor of any Seller), is infringing, misappropriating or otherwise violating any Intellectual Property owned by any Seller, or to which any Seller has any exclusive license in the operation of the Business, and no such claims or Actions have been asserted or threatened in writing that have not been finally resolved. There are no proceedings, investigations or governmental orders pending or, to the Knowledge of Sellers, threatened against any Seller which challenge (A) the validity or ownership of any Intellectual Property owned by Sellers or (B) Sellers' right to use any Third Party Intellectual Property.

(c) Sellers have taken commercially reasonable measures to protect the confidentiality of their respective Trade Secrets, and there has not been any disclosure by any Seller of any material Trade Secret or other confidential or proprietary Intellectual Property.

(d) Schedule 4.11(d) sets forth a complete and accurate list of all Contracts granting Sellers rights in, or including grants to Sellers of rights in, Third Party Intellectual Property used in the operation of the Business. Except as set forth on Schedule 4.11(d), there are no Contracts, consents or stipulations to which any of the Sellers is subject which would prevent Purchaser after the Closing Date from using any of the Intellectual Property currently used in the operation of the Business, in connection with the operation of the Business as currently conducted.

(e) No item of the Intellectual Property set forth on Schedule 4.11(a) is subject to any proceeding or outstanding Order, stipulation or agreement restricting in any manner the use, transfer or licensing thereof by Sellers; and all necessary registration, maintenance and renewal fees currently due in connection with the registered and applied for the foregoing have been made and all necessary documents, recordations and certifications in connection with such items have been filed with the relevant patent, copyright, trademark or other authority in the United States and foreign jurisdictions, as the case may be, for the purpose of maintaining such Intellectual Property and maintaining Sellers' interest in and to the same.

(f) Since January 1, 2021, no Seller nor, to the Knowledge of the Sellers, any vendor of any Seller that has handled or had access to any Company Data or Business Systems, has experienced a Data Breach. Since January 1, 2021, no Seller has received any written or, to the Knowledge of the Sellers, oral claim or notice from any Person that a Data Breach may have occurred or is being investigated. Except as set forth in Schedule 4.11(f)(i), since January 1, 2021, Sellers have collected, stored, retained, maintained, transferred, destroyed and otherwise used all Company Data, and Sellers protect the security and integrity of their Company Data, Business Systems and financial transactions, in each case, in compliance in all material respects with all Privacy and Security Requirements. Except as set forth in Schedule 4.11(f)(ii), since January 1, 2021, no Seller has received any written or, to the Knowledge of the Sellers, oral claim or notice from any Person alleging that a Seller is not in compliance with any Privacy and Security Requirement. In connection with the Business, and except for the jurisdictions identified on Schedule 4.11(f)(iii), Sellers do not collect or transmit, and have not collected or transmitted, any Personal Information outside of the United States that would subject any Seller to any international Privacy and Security Laws. Since January 1, 2021, each Seller (i) has implemented and maintains commercially reasonable administrative, technical and physical safeguards, including the adoption, implementation and maintenance of a written information security program, incident response plan, vendor management policy and disaster recovery and business continuity practices, in each case designed to ensure the protection of Company Data, Business Systems and financial transactions against loss, interruption of use, destruction, damage and unauthorized access, use, acquisition and disclosure; (ii) performs routine vulnerability scans on its Business Systems; (iii) timely installs software security patches and other fixes to identified material information security vulnerabilities and (iv) maintains commercially reasonable cybersecurity insurance. Neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated herein, will violate any Privacy and Security Requirement, or require the consent of or notice to any Person with respect to the use or transfer of such Person's Personal Information. The Business Systems are reasonably sufficient in all material respects for the operation of the Business. With respect to the Business Systems, the Sellers have taken reasonable steps to provide for the back-up and recovery of all data and information necessary to the operation of the Purchased Assets.

4.12 Material Contracts and Agreements. Schedule 4.12 sets forth a list of all of the Assumed Contracts pursuant to which a Seller receives payment and a list of all Assumed Contracts pursuant to which a Seller makes payment to the counterparty (together, the "Material Contracts"). All of the Material Contracts are in full force and effect and are valid and enforceable against the applicable Seller, and, to the Knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Legal Requirements of general applicability relating to or affecting creditor's rights. No Seller, or to Seller's Knowledge, any other party to any Material Contract is in breach of or default under (or is alleged to be in breach of or default under) in any material respect or has provided any notice of any intention to terminate any Material Contract other than a failure to pay (or failure to pay on time) amounts owed under such Material Contract. Materially complete and correct copies of all Material Contracts have been made available to Purchaser. There are no material disputes pending or

threatened under any Material Contract. No Seller has unilaterally released or waived any of its rights under any of the Material Contracts to which it is a party.

4.13 Labor Relations. Schedule 4.13(i) identifies any collective bargaining agreement covering Seller Employees to which any Seller is a party (the “Collective Bargaining Agreements”). Except as would not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate, (a) each Seller is in compliance with all Legal Requirements applicable to the Seller Employees respecting employment and employment practices, employment standards, terms and conditions of employment, employment equity, occupational health and safety, workers compensation, and wages and hours (including those relating to exempt/non-exempt classification of employees); (b) no Seller has engaged in any unfair labor practice and no Seller has received written notice of any unfair labor practice complaint pending before any Governmental Authority with respect to any of the Seller Employees; (c) no Seller has received notice that any pending representation petition, certification, or interim certification respecting the Seller Employees has been filed with any Governmental Authority; (d) the applicable Seller is in compliance with its obligations under the Collective Bargaining Agreements; (e) to Seller’s Knowledge, no Action arising out of or under the Collective Bargaining Agreement, or in respect of any Seller Employees, is pending against any Seller; and (f) there is no labor strike, slowdown, work stoppage, or lockout actually pending or, to Sellers’ Knowledge, threatened against any Seller in respect of the Purchased Assets. Except as set forth on Schedule 4.13(ii), there are no Contracts with any Seller Employee for employment or for severance, termination, retention, change of control or similar payments other than employment Contracts for indefinite duration that are terminable without cause (and without any obligations arising from such termination without cause).

4.14 Employee Benefits.

(a) Schedule 4.14(a) lists each Seller Plan (or any benefit plans, programs or arrangements of an ERISA Affiliate that would be a Seller Plan if such ERISA Affiliate were a Seller) (i) that is, or has been within the past six (6) years, a “pension plan” (as defined in Section 3(2) of ERISA) that is or was subject to Title IV Plan or subject to Sections 412 or 430 of the Code; (the “Title IV Plan”) (ii) that is maintained by more than one employer within the meaning of Section 413(c) of the Code; or (iii) that is subject to Sections 4063 or 4064 of ERISA. No Seller Plan is (A) a “multiple employer welfare arrangement” as defined in Section 3(40) of ERISA; or (B) an “employee pension benefit plan” (within the meaning of Section 3(2) of ERISA) that is not intended to be qualified under Section 401(a) of the Code.

(b) (i) No Seller or ERISA Affiliate has terminated any Title IV Plan or a Canadian Defined Benefit Plan within the last six (6) years or incurred any outstanding liability under Section 4062 of ERISA to the PBGC, or to a trustee appointed under Section 4042 of ERISA; (ii) all premiums due to the PBGC with respect to the Title IV Plans (excluding any Multiemployer Plan) set forth in Schedule 4.14(a) have been timely and completely paid; (iii) no Seller or ERISA Affiliate has filed a notice of intent to terminate any Title IV Plan set forth in Schedule 4.14(a) and has not adopted any amendment to treat such Title IV Plan as terminated, except to the extent expressly contemplated by this Agreement; and (iv) the PBGC has not instituted, or to Sellers’

Knowledge, threatened to institute, proceedings to treat any Title IV Plan set forth in Schedule 4.14(a) as terminated.

(c) No Seller nor any ERISA Affiliate has, within the past six (6) years, withdrawn from a Multiemployer Plan in a “complete withdrawal” or a “partial withdrawal” as defined in Sections 4203 and 4205 of ERISA, respectively, so as to result in an unsatisfied liability, contingent or otherwise (including the obligations pursuant to an agreement entered into in accordance with Section 4204 of ERISA), of a Seller or such ERISA Affiliate, except to the extent expressly contemplated by this Agreement.

(d) Schedule 4.14(d) sets forth each Seller Plan. For each Seller Plan or Multiemployer Plan that is sponsored by a Seller or an ERISA Affiliate, Sellers have made available to the Purchaser a copy of such plan (or a description thereof if such plan is not written). Seller has made available to the Purchaser true and complete copies of the following documents, including all amendments thereto, relating to each Seller Plan that is sponsored by Seller or an ERISA Affiliate (but, for the avoidance of doubt, not for Seller Plans to which Seller or an ERISA Affiliate contribute but that are not sponsored by Seller or an ERISA Affiliate), to the extent applicable: (i) copies of the most IRS determination letter or advisory or opinion letter with respect to each such Seller Plan intended to qualify under Section 401(a) of the Code; (ii) copies of the most recent (A) summary plan descriptions and all material modifications thereto and (B) member booklets provided to the Seller Employees performing services in Canada (in English and in French, where prepared in both languages); (iii) all trust agreements, insurance Contracts and other documents relating to the funding or payment of benefits under any Seller Plan; (iv) the non-discrimination testing results for the past three (3) plan years; (v) any material correspondence with any Governmental Authority with respect to any Seller Plan; (vi) the Forms 1094 and 1095 for the past three (3) years; and (vii) the most recent actuarial reports, letters of credit, financial statements and asset statements.

(e) Each Seller Plan has been maintained in form and operation, in compliance, in all material respects, with the terms of such Seller Plan and the requirements prescribed by all statutes, orders, or governmental rules or regulations currently in effect, including ERISA the Code, and the *Canadian Tax Act*, as applicable to such Seller Plan. Each Seller Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter or, with respect to a prototype or volume submitter plan, can rely on an opinion letter from the IRS to the prototype or volume submitter plan sponsor, to the effect that such plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Section 401(a) and 501(a), respectively, of the Code; and nothing has occurred since the date of such determination or opinion letter that could adversely affect the qualified status of any Seller Plan.

(f) Except as set forth on Schedule 4.14(f), there do not exist any pending or, to the Sellers’ Knowledge, threatened claims (other than routine claims for benefits), suits, actions, disputes, audits, or investigations with respect to any of the Seller Plans or any fiduciary or assets thereof. The Seller has not participated in any voluntary compliance or self-correction program established by the IRS under the Employee Plans Compliance Resolution System, or

entered into a closing agreement with the IRS with respect to the form or operation of any Seller Plan.

(g) Each Seller Plan that is a “group health plan” within the meaning of Section 5000(b)(1) of the Code is in compliance with the applicable requirements of the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, including the market reform mandates and the information reporting rules. The Seller has offered minimum essential health coverage, satisfying affordability and minimum value requirements, to its full-time employees sufficient to avoid liability for assessable payments under Sections 4980H(a) and 4980H(b) of the Code. The Seller has complied with the applicable reporting requirements under Sections 6055 and 6056 of the Code.

(h) Neither the Seller nor any ERISA Affiliate (i) have any obligation to provide health benefits to any employee following termination of employment, except continuation coverage required under Section 4980B of the Code (or equivalent state Law) with costs for such coverage paid solely by such employee; or (ii) provides health and welfare benefits with respect to any current or former participant employed or engaged, or last employed or engaged, in Canada following such participant’s retirement or other termination of service, except to the minimum extent required by applicable Canadian employment standards legislation.

(i) There have been no prohibited transactions or breaches of any of the duties imposed on “fiduciaries” (within the meaning of Section 3(21) of ERISA) by ERISA with respect to the Seller Plans that could reasonably result in any liability or excise tax under ERISA or the Code being imposed on any Seller.

(j) Each Seller Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings, and proposed and final regulations) thereunder; and Sellers do not have any obligation to “gross up” any Person for any Taxes under Section 409A of the Code.

(k) Neither the execution and delivery of this Agreement by Sellers nor the consummation of the transactions contemplated hereby will: (i) entitle any current or former employee of Sellers to severance pay, unemployment compensation, benefits, incentive compensation, or any similar payment; (ii) accelerate the time of payment or vesting or increase the amount of any compensation due to any such employee or former employee; (iii) require any contributions or payments to fund any obligations under any Seller Plan; or (iv) directly or indirectly result in any payment made to or on behalf of any Person to constitute a “parachute payment” within the meaning of Section 280G of the Code; and the Seller does not have any obligation to “gross up” any Person for any Taxes under Section 4999 of the Code.

(l) No Seller Plan is, has ever been, or is intended to be (i) a “registered pension plan” as defined in subsection 248(1) of the *Canadian Tax Act* that contains a “defined benefit provision” as defined in subsection 147.1(1) of the *Canadian Tax Act* (each, a “Canadian Defined Benefit Plan”); (ii) a “multi-employer plan” as defined in subsection 147.1(1) of the *Canadian Tax Act*; (iii) a “deferred profit sharing plan” as defined in subsection 248(1) of the

Canadian Tax Act; or (iv) an “employee life and health trust” as defined in subsection 248(1) of the *Canadian Tax Act*.

(m) No Seller Plan is intended to be or has ever been found or alleged by a Governmental Authority to be a “salary deferral arrangement” within the meaning of the *Canadian Tax Act* or a “retirement compensation arrangement” as defined in subsection 248(1) of the *Canadian Tax Act*.

4.15 Brokers. Except for Houlihan Lokey, 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 Ancillary Document based upon arrangements made by or on behalf of Seller.

4.16 Insurance. Schedule 4.16 sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers’ compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Seller or its Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the “Insurance Policies”); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since January 1, 2020. Except as set forth on Schedule 4.16, there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of the Insurance Policies. All premiums due on the Insurance Policies have either been paid or, if not yet due, accrued. All the Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. Except with respect to those Insurance Policies renewed within the last forty-five (45) days (copies of which have not yet been provided to Sellers), true and complete copies of the Insurance Policies have been made available to Purchaser.

4.17 Inventory. All Inventory consists of a quality and quantity usable and salable in the Ordinary Course of Business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory that is owned by Sellers, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of Sellers.

4.18 Accounts Receivable. The Accounts Receivable (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice. The

reserve for bad debts shown on the accounting records of the Sellers have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

4.19 Environmental. Except as set forth on Schedule 4.19:

(a) Sellers are currently, and for the past five (5) years have been, in compliance in all material respects with all applicable Environmental Laws and Permits authorized or issued pursuant to any Environmental Laws.

(b) Sellers have not released, and to the Knowledge of Sellers there has been no Release, of any Regulated Substances on, at, under, or from the Owned Real Property or Leased Real Property in material violation of Environmental Laws or in a manner giving rise to material liability under Environmental Laws, in each case as to one or more of Sellers.

(c) There are no pending or unresolved claims or legal proceedings in connection with any actual or alleged violations of or liability under any Environmental Law, and, within the past five (5) years, Sellers have not received written notice of any pending or threatened claims by any Governmental Authority, or received written notice of threatened legal proceedings, alleging material violations of or material liability under any Environmental Law, in each case with respect to the Owned Real Property or the Leased Real Property or the operations undertaken by Sellers thereon.

(d) Sellers have made available to Purchaser all material environmental reports, investigations, assessments, and audits possessed or under the control of the Sellers and related to the environmental condition of the Owned Real Property or Leased Real Property or any facilities located thereon.

(e) To the Knowledge of Sellers, none of the Owned Real Property or Leased Real Property is subject to the New Jersey Industrial Site Recovery Act, or any rules or regulations promulgated thereunder.

4.20 Tax. Except as set forth on Schedule 4.20, each Seller has prepared and duly and timely filed all material Tax Returns required to be filed by it (taking into account extensions) with respect to the Business and the Purchased Assets, and all such Tax Returns are true, complete, and correct in all material respects. Each Seller has paid all material Taxes which were due and payable by it within the time required by applicable Legal Requirement or made adequate provision in the Business Financial Statements for such material Taxes, other than such Taxes the nonpayment of which is required under applicable Legal Requirements. None of the Sellers is subject to any audits or investigations relating to the payment of or failure to pay a material amount of Taxes with respect to the Business or the Purchased Assets. Each Canadian Seller has duly and timely deducted, charged, collected or withheld all material Taxes required by applicable Legal Requirements to be deducted, charged, collected or withheld by it (taking into account extensions) with respect to the Business and the Purchased Assets, and has paid or remitted such amounts to the appropriate Governmental Authority when due or made adequate provision in the Business Financial Statements for such material Taxes, other than such Taxes the nonpayment of which is

required under applicable Legal Requirements, in the form required under applicable Legal Requirements.

4.21 NO OTHER REPRESENTATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4 (AS MODIFIED BY THE SCHEDULES), NO SELLER MAKES ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING THE PURCHASED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR THE BUSINESS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLERS NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF ANY SELLER.

SECTION 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND
SUPPLEMENTAL CLAIMS COMPANY

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser and Supplemental Claims Company jointly and severally hereby represent and warrant to Sellers as of the date hereof and as of the Closing as follows:

5.1 Organization and Authority of the Purchaser. (a) Each of Newco USA, Newco Canada, and Supplemental Claims Company is an entity duly incorporated or organized, as the case may be, validly existing and in good standing (where such concept is recognized under applicable Legal Requirement) under the Legal Requirements of its jurisdiction of incorporation or formation and has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted and to perform its obligations hereunder and under any Ancillary Document to which it is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by the Purchaser and Supplemental Claims Company have been duly authorized and approved by all required action on the part of the Purchaser and Supplemental Claims Company and do not require any further authorization or consent of the Purchaser or its members or and Supplemental Claims Company and its members. This Agreement has been duly authorized, executed and delivered by the Purchaser and Supplemental Claims Company and is the legal, valid and binding agreement of the Purchaser and Supplemental Claims Company enforceable against the Purchaser and Supplemental Claims Company in accordance with its terms, and each Ancillary Document to which the Purchaser or Supplemental Claims Company is a party has been duly authorized by the Purchaser and Supplemental Claims Company, respectively, and upon execution and delivery by the Purchaser and Supplemental Claims Company will be a legal, valid and binding obligation of the Purchaser and Supplemental Claims Company, respectively, enforceable against the Purchaser and Supplemental Claims Company, respectively, in accordance with its terms, except as

enforceability may be limited by bankruptcy, insolvency, reorganization or other similar Legal Requirements affecting creditors rights generally.

(b) Neither the execution and delivery of this Agreement or any of such Ancillary Documents nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (A) the Purchaser's or Supplemental Claims Company's Organizational Documents, (B) any Order to which the Purchaser or Supplemental Claims Company is a party or by which it is bound or (C) any Legal Requirement affecting the Purchaser or Supplemental Claims Company; or

(ii) require the approval, consent, authorization or act of, or the making by the Purchaser or Supplemental Claims Company of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court and other applicable Governmental Authorities.

5.2 Litigation. There are no pending or, to the knowledge of the Purchaser or Supplemental Claims Company, threatened Actions by any Person or Governmental Authority against or relating to the Purchaser or Supplemental Claims Company (or any Affiliate of the Purchaser or Supplemental Claims Company) or by the Purchaser or Supplemental Claims Company or their respective assets or properties are or may be bound that, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of the Purchaser or Supplemental Claims Company to perform its obligations under this Agreement and the Ancillary Documents to which it is a party, for the Purchaser to assume and perform the Assumed Liabilities (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), for Supplemental Claims Company to assume the Supplemental Assumed Claims, or for the Purchaser or Supplemental Claims Company to consummate on a timely basis the transactions contemplated hereby or thereby.

5.3 No Brokers. Except as set forth on Schedule 5.3, neither the Purchaser nor Supplemental Claims Company nor any Person acting on either's respective behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement for which a Seller is or will become liable, and the Purchaser and Supplemental Claims Company shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

5.4 Adequate Assurances Regarding Assigned Contracts; Good Faith. As of the Closing, the Purchaser will be capable of satisfying the conditions contained in section 365(b)(1)(C) of the Bankruptcy Code with respect to the Assigned Contracts. To the Purchaser's knowledge, there exist no facts or circumstances that would cause, or be reasonably expected to cause, the Purchaser and/or Supplemental Claims Company and/or its Affiliates not to qualify as "good faith" purchasers under section 363(m) of the Bankruptcy Code.

5.5 Ownership of Sellers. Neither Purchaser nor Supplemental Claims Company nor any respective Affiliate thereof holds directly or indirectly, any beneficial or other ownership interest in any Seller or their respective securities.

5.6 Financial Capability.

(a) Debt Commitment Letter.

(i) The Purchaser has delivered to Sellers a true, accurate and complete copy of the fully executed debt commitment letter dated the date hereof, including all amendments, exhibits, attachments, appendices and schedules thereto as of the date hereof (the “Debt Commitment Letter”) from the Lenders and the DIP Lenders, relating to the commitment of the Lenders and the DIP Lenders, upon the terms and subject to the conditions set forth therein, to lend Purchaser the Assumed Secured Debt and the other amounts set forth therein (the “Debt Financing”) for the purpose of consummating the transactions contemplated hereby and the other matters set forth therein; provided that, the economic terms in a copy of any fee letter delivered pursuant hereto may be redacted.

(b) Conditions Precedent; Contingencies. Except as expressly set forth in the Debt Commitment Letter, there are (i) no conditions precedent to the obligations of the counterparties thereto to provide the full amount of the Debt Financing; and (ii) no contingencies that would permit the parties thereto to modify the terms and conditions of the Debt Financing. Other than the Debt Commitment Letters, there are no other Contracts or other undertakings between any of the providers of the Debt Financing or their respective Affiliates, on the one hand, and Purchaser and its Affiliates, on the other hand, with respect to the Debt Financing (other than a fee letter with the providers of the Debt Financing, a redacted copy of which has been provided to Sellers).

(c) Sufficient Funds. Assuming the conditions set forth in Sections 8.1 and 8.2 are satisfied, the Debt Financing, when funded and consummated in accordance with the Debt Commitment Letter, including with respect to the Assumed Secured Debt, shall provide Purchaser with acquisition financing on the Closing Date that is sufficient to consummate the transactions contemplated hereby and fund all costs and expenses required to be paid by Purchaser at the Closing.

(d) Validity. As of the date hereof, the Debt Commitment Letters (i) is in full force and effect and is a legal, valid, binding and enforceable obligation of the Purchaser, Equity Investor and, to the knowledge of the Purchaser, Lenders and the DIP Lenders, as applicable, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Legal Requirements affecting creditors’ rights generally and except insofar as the availability of equitable remedies may be limited by applicable Legal Requirements, and (ii) has not been withdrawn or terminated or otherwise amended or modified in any respect, and no amendment or modification thereof is contemplated. As of the date hereof, neither the Purchaser, nor to the knowledge of the Purchaser, any other party to any of the Debt Commitment Letter is in default or breach of the Debt Commitment Letter.

5.7 Investment Canada Act. The Purchaser is a “WTO investor” that is not a “state-owned enterprise” within the meaning of the Investment Canada Act.

5.8 No Inducement or Reliance: Independent Assessment. Each of the Purchaser and Supplemental Claims Company acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person (including the Administrative Agent, the DIP Agent, the Lenders and the DIP Lenders) is making, and neither the Purchaser nor Supplemental Claims Company is relying on, any representations or warranties whatsoever, statutory, expressed or implied, written or oral, at law or in equity, beyond those expressly made by Sellers in Section 4 hereof (as modified by the Schedules). Each of the Purchaser and Supplemental Claims Company acknowledges that, except as expressly set forth in Section 4 (as modified by the Schedules), none of the Sellers or any of their respective Affiliates nor any other Person has, directly or indirectly, made any representation or warranty, statutory, expressed or implied, written or oral, at law or in equity, as to the accuracy or completeness of any information that any Seller furnished or made available to the Purchaser or Supplemental Claims Company and their respective Representatives in respect of the Purchased Assets, and Sellers’ operations, assets, stock, Liabilities, condition (financial or otherwise) or prospects. Each of the Purchaser and Supplemental Claims Company acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person (including the Administrative Agent, the DIP Agent, the Lenders and the DIP Lenders), directly or indirectly, has made, and neither the Purchaser nor Supplemental Claims Company has relied on, any representation or warranty, whether written or oral, regarding the pro-forma financial information, financial projections or other forward-looking statements of Seller, and neither the Purchaser nor Supplemental Claims Company will make any claim with respect thereto. Each of the Purchaser and Supplemental Claims Company acknowledges that, except for the representations and warranties expressly made by Sellers in Section 4 hereof (as modified by the Schedules) the Purchased Assets are being transferred on an “AS IS, WHERE IS” and “WITH ALL FAULTS” basis. None of Sellers or any other Person (including any officer, director, member or partner of Sellers or any of their Affiliates) shall have or be subject to any liability to the Purchaser, Supplemental Claims Company, or any other Person, resulting from the Purchaser’s or Supplemental Claims Company’s use of any information, documents or material made available to the Purchaser in any “data rooms,” management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby or by the other Ancillary Documents, except for the representations and warranties expressly made by Sellers in Section 4 hereof (as modified by the Schedules).

SECTION 6

ACTION PRIOR TO THE CLOSING DATE

6.1 Access to Information.

(a) Sellers agree that, between the Agreement Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms, Sellers shall (i) permit the Purchaser’s Representatives reasonable access during regular business hours and upon reasonable notice, to the offices, properties, agreements and other documentation and financial records of Sellers relating to the Business, the Purchased Assets, the Assumed

Liabilities and/or the Seller Employees to the extent the Purchaser reasonably requests provided access shall not include any invasive testing of any Leased Real Property or Owned Real Property; and (ii) permit the Purchaser's Representatives to contact, or engage in any discussions or otherwise communicate with, the Seller Employees, and reasonably cooperate with the Purchaser's Representatives in facilitating such communications (including by way of on-site visits and interviews). Sellers shall use commercially reasonable efforts to cause their respective Representatives to reasonably cooperate with the Purchaser and the Purchaser's Representatives in connection with such investigations and examinations, and the Purchaser shall, and use its commercially reasonable efforts to cause its Representatives to, reasonably cooperate with the Sellers and their Representatives, and shall use their commercially reasonable efforts to minimize any disruption to the operation of the Business or the Purchased Assets. All confidential documents and information concerning the Business furnished to the Purchaser, Supplemental Claims Company or their respective Representatives in connection with the transactions contemplated by this Agreement and the other Ancillary Documents are subject to the terms and conditions of that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc.

(b) Notwithstanding the foregoing but subject in all respects to the Bidding Procedures Order, this Section 6.1 shall not require any Seller to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Sellers, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which any Seller is a party or cause any privilege (including attorney-client privilege) or work product protection that any Seller would be entitled to assert to be waived, (ii) any information that is competitively sensitive, or (iii) if the Sellers, on the one hand, and the Purchaser or any of its Affiliates, on the other hand, are adverse parties in any Action, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so would not (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege or work product protection to be undermined with respect to such information and in the case of clause (ii), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so could reasonably (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of the Purchaser could be provided access to such information.

6.2 Transferred Personal Information.

(a) For purposes of this Section 6.2, "Transferred Information" means the Personal Information to be disclosed or conveyed to the Purchaser by or on behalf of the Sellers as a result of or in conjunction with the transaction contemplated herein and includes all such Personal Information disclosed to the Purchaser on or prior to the Closing Date.

(b) Prior to the Closing Date, the Purchaser covenants and agrees to: (i) use and disclose the Transferred Information solely: (A) for the purpose of reviewing and completing

the transaction contemplated herein, including for the purpose of determining to complete such transaction; and (B) where the determination is made to proceed with the transaction, to complete it; (ii) to protect the Transferred Information by security safeguards appropriate to the sensitivity of the information; and (iii) return or destroy the Transferred Information, at the option of the Seller, should the transaction contemplated herein not be completed.

(c) Following the Closing Date, the Purchaser covenants and agrees to: (i) use and disclose the Transferred Information solely for those purposes for which consent was obtained by the Sellers, or as otherwise required or permitted by applicable Legal Requirements, unless further consent is obtained by the Sellers from the individuals in question; and (ii) notify the individuals to whom the Transferred Information relates, within a reasonable period of time after the Closing Date, that the transaction has been completed and that the Transferred Information has been disclosed to the Purchaser.

(d) The Sellers covenant and agree to inform the Purchaser of the purposes for the collection, use and disclosure of the Transferred Information with respect to which consent was obtained from the individuals to which such information relates if Purchaser collects and records when consent was obtained and when it was not.

6.3 Governmental Approvals.

(a) Without prejudice to the Purchaser's obligations set forth in Section 6.3(c) and subject to the terms and conditions of this Agreement, Sellers, the Purchaser, and Supplemental Claims Company agree to use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate actions, to do, or cause to be done, and assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including to satisfy the respective conditions set forth in SECTION 8.

(b) In furtherance and not in limitation of the foregoing, Sellers and the Purchaser agree:

(i) to comply promptly with all Legal Requirements that may be imposed on it with respect to this Agreement and the transactions contemplated hereby by (A) the Surface Transportation Board established under 49 U.S.C. ss.10101 et seq. or any successor agency (the "STB"), including filing, or causing to be filed, as promptly as practicable but in any event within ten Business Days of the Agreement Date, any required notification and report forms, (B) the Federal Motor Carrier Safety Administration ("FMCSA") and/or (C) any Governmental Authority;

(ii) to supply as promptly as practicable any additional information and documentary material that may be requested by the STB or the FMCSA and/or any other Governmental Authority, and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods under the regulations of the STB; and

(iii) to obtain any consent of the STB or FMCSA, or other Governmental Authority required to be obtained or made by Sellers or the Purchaser, or any of their respective Affiliates in connection with the transactions contemplated hereby or the taking of any action contemplated by this Agreement.

(c) Without limiting the generality of the undertakings in subsection (a) of this Section 6.3 and subject to appropriate confidentiality protections and applicable Legal Requirements, Sellers and the Purchaser shall each cooperate with each other and furnish to the other such necessary information and reasonable assistance as the other Party may request in connection with the foregoing and, subject to applicable Legal Requirements, shall each promptly provide counsel for the other Party with copies of all filings made by such Party, and all correspondence between such party (and its Representatives) with the STB, FMCSA, or other Governmental Authority and any other information supplied by such Party and such Party's Affiliates to the STB, FMCSA, or other Governmental Authority in connection with this Agreement and the transactions contemplated hereby. Each Party shall, subject to applicable Legal Requirements, permit counsel for the other Party to review in advance any proposed written communication to the STB, FMCSA, or other Governmental Authority and consult with each other in advance of any meeting or telephone conference with, the STB, FMCSA, or other Governmental Authority or, in connection with any Action by a private party, with any other Person, and to the extent permitted by the STB, FMCSA or other Person or Governmental Authority, give the other Party the opportunity to attend and participate in such meetings and telephone conferences, in each case in connection with any Action relating to the transactions contemplated hereby; provided, however, that no Party hereto shall be required to provide any other Party with copies of confidential documents or information included in its filings and submissions required by the STB, provided, further, that a Party hereto may request entry into a joint defense agreement as a condition to providing any such materials and that, upon receipt of that request, the Parties shall work in good faith to enter into a joint defense agreement to create and preserve attorney-client privilege in a form and in substance mutually acceptable to the Parties.

(d) The filing fees under the regulations of the STB or FMCSA shall be borne solely by the Purchaser.

6.4 Conduct of Business Prior to the Closing Date. From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms of Section 9 hereof, Sellers shall maintain, operate, and carry on the Business only in the Ordinary Course of Business, except as otherwise expressly required by this Agreement or the Bankruptcy Case or with the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Consistent with the foregoing and to the extent permitted or required in the Bankruptcy Case, Sellers shall use commercially reasonable efforts to (a) continue operating the Business as a going concern, and (b) maintain the Purchased Assets and the assets and properties of, or used by, Sellers relating to the Business consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court. In a manner that is reasonable and consistent with a debtor in possession, Sellers shall use commercially reasonable efforts to maintain the Purchased Vehicles in good operating condition, reasonable wear and tear excepted.

Notwithstanding anything to the contrary in this Section 6.4, the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of this Section 6.4. Without limiting the foregoing, without the prior written consent of Purchaser, except as set forth in Schedule 6.4, each Seller agrees that it shall not take any of the following actions (as each pertains to or is related to the Purchased Assets or the Assumed Liabilities):

(a) fail to perform any obligations, make any material modification, amendment or extension with respect to any Assigned Contract or terminate any Assigned Contract;

(b) cancel, terminate, fail to file to renew or maintain, materially amend, modify or change any Permit;

(c) except to the extent consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court, fail to pay debts and other obligations of arising out of the Purchased Assets (other than Taxes) arising after the Petition Date when due;

(d) except to the extent consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court, fail to pay Taxes with respect to the Purchased Assets arising after the Petition Date for which Purchaser would be liable (other than Taxes not yet due and payable);

(e) fail to continue to perform all requirements for eligibility to recover/receive economic benefits/support pursuant to the Statewide Mass Transportation Operating Assistance Program;

(f) fail to timely pay each Seller Employee all wages (including overtime, other paid time off and vacation pay) owed to such Persons;

(g) terminate except for just cause the employment of any Seller Employee earning an annual compensation of \$100,000 or more; or

(h) sell, assign, transfer, convey, license or dispose of any Purchased Assets or incur any Encumbrances on any Purchased Assets (other than Permitted Encumbrances) or allow any Purchased Assets to become subject to any Encumbrance (other than Permitted Encumbrances).

6.5 Notification of Breach; Disclosure. Each Party shall promptly notify the other of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement) that would constitute a failure of a closing condition set forth in Section 8. During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written notice or other

communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this Section 6.5 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

6.6 Insurance. Until the Closing, Sellers shall continue in full force and effect, without modification, all Insurance Policies identified on Schedule 4.16, except as required by applicable Legal Requirements.

6.7 Bankruptcy Court Approval; Procedures.

(a) Sellers and the Purchaser acknowledge that this Agreement and the sale of the Purchased Assets will be subject to Bankruptcy Court approval and entry of the Sale Order and, solely in respect of the Canadian Sellers, the Canadian Court approval and entry of the Canadian Sale Recognition Order, following the commencement of the Bankruptcy Case and the Canadian Recognition Case. Sellers and the Purchaser acknowledge that (i) to obtain the approval of the Bankruptcy Court under the Bankruptcy Case, Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court and, if necessary, conducting an auction in respect of the Purchased Assets, and (ii) the Purchaser must provide adequate assurance of future performance under the Assigned Contracts. Sellers agree to use good faith efforts to support and cause the approval and entry of the Sale Order.

(b) Purchaser understands and agrees that, as of the commencement of the Bankruptcy Case, Sellers are debtors in possession in bankruptcy and will conduct a sale process (including an Auction, if necessary) and that Sellers may use this Agreement as the base bid for the Purchased Assets in accordance with the Bidding Procedures. The Purchaser shall be entitled but not obligated to participate in any auction beyond its base bid pursuant to this Agreement and the Bidding Procedures Order.

(c) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Sale Order or the Canadian Sale Recognition Order, Sellers shall promptly notify the Purchaser of such appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice of appeal or order of stay. Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from such orders.

(d) Sellers shall give notice of the transactions contemplated by this Agreement in such manner as the Bidding Procedures Order shall require, and to such additional Persons as the Purchaser reasonably requests in writing in advance of the Sale Order being entered.

(e) At the Closing on the Closing Date and as provided in this Agreement and the Sale Order, all Waived Avoidance Actions will be deemed to be waived and the Purchaser shall take no action to pursue and enforce any Waived Avoidance Action.

6.8 Bankruptcy Filings.

(a) From and after the date hereof, prior to filing any papers or pleadings in the Bankruptcy Case or in the Canadian Recognition Case that relate, in whole or in part, to this Agreement or the Purchaser, Sellers shall provide the Purchaser with a copy of such papers or pleadings and obtain prior written consent by Purchaser to the same before filing any such papers or pleadings with the Bankruptcy Court in respect of the Bankruptcy Case or the Canadian Court in respect of the Canadian Recognition Case.

(b) Sellers shall file such motions or pleadings as may be appropriate or necessary to: (i) assume and assign the Assigned Contracts (including but not limited to the Collective Bargaining Agreements set forth in Schedule 2.1(d)); and (ii) subject to the consent of the Purchaser determine the amount of the Cure Costs; provided that nothing herein shall preclude Sellers, following service of the Assumption Notice, from filing such motions to reject any Contracts or Leases that are not listed on Schedule 2.5 or that have been designated for rejection by the Purchaser.

6.9 Vehicle Titles. Sellers shall deliver, or cause to be delivered, at the Closing, all certificates of title and title transfer documents to all titled Purchased Vehicles.

6.10 Schedule Updates. From time to time prior to the Closing Date, Sellers may deliver to the Purchaser any new schedules or supplement or amend the Schedules with respect to any matter that, if existing, occurring or known as of the date hereof, would have been required to be set forth or described in the Schedules. Any disclosure in any such supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Section 8 have been satisfied. Notwithstanding anything in this Section 6.10 to the contrary, in no event will Sellers be permitted to supplement or amend any Schedules without the prior written consent of the Purchaser and any such supplements or amendments will not be deemed to modify any Schedules other than (x) the Schedules required under Section 4 or (y) as contemplated by the last paragraph of Section 2.1.

6.11 Financing. Purchaser shall use its commercially reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all commercially reasonable things necessary, proper or advisable to arrange and consummate the Debt Financing at the Closing on the terms and conditions set forth in the Debt Commitment Letter, including using commercially reasonable efforts to: (i) comply with and maintain the Debt Commitment Letter in effect, (ii) negotiate and enter into definitive agreements with respect thereto, (iii) comply with and perform the obligations applicable to it pursuant to such Debt Commitment Letter, (iv) draw down on and consummate the Debt Financing if the conditions to the availability of the Debt Financing have been satisfied or waived, provided, however, that the Purchaser shall not be required to commence or pursue litigation, and Sellers do not have the right to compel the Purchaser to commence or pursue litigation, to enforce the obligations of Lenders or the DIP Lenders to fund the Debt Financing, and (v) satisfy on a timely basis all conditions applicable to it in such definitive agreements that

are within its control. Purchaser shall not replace, amend or waive the Debt Commitment Letter or any provision thereof without Sellers' prior written consent.

6.12 Pension Plan Termination; Modification of Collective Bargaining Agreements. Sellers shall take all necessary action to terminate any Seller Plan that is a "pension plan" (as defined in Section 3(2) of ERISA) that is not a Multiemployer Plan, regardless of whether such "pension plan" is associated with the Purchased Assets. Sellers shall take all necessary action to withdraw from any Seller Plan that is a Multiemployer Plan, regardless of whether such Multiemployer Plan is associated with the Purchased Assets. To the extent any Collective Bargaining Agreement provides for or relates to any such "pension plan," Sellers shall cause such Collective Bargaining Agreement to be amended to remove any nexus between such Collective Bargaining Agreement and such "pension plan." In the event that Sellers cannot obtain a consensual amendment to any such Collective Bargaining Agreement, Sellers shall seek an order of the Bankruptcy Code rejecting such Collective Bargaining Agreement in accordance with section 1113 of the Bankruptcy Code. For the avoidance of doubt, no Collective Bargaining Agreement providing for any liabilities or obligations in respect of any "pension plan" (as defined in Section 3(2) of ERISA) will be an Assigned Contract.

6.13 Statewide Transportation Operating Assistance Program. Each of Purchaser and Seller shall use their commercially reasonable efforts to take, or cause to be taken, all commercially reasonable actions and do, or cause to be done, all commercially reasonable things necessary, proper or advisable to arrange for the continued receipt by Purchaser of funds from the Statewide Transportation Operating Assistance Program in the amounts received by Seller.

SECTION 7

ADDITIONAL AGREEMENTS

7.1 Taxes.

(a) All real property taxes, personal property taxes and other ad valorem taxes levied with respect to the Purchased Assets (other than Transfer Taxes) for a Straddle Period shall be apportioned based on the number of days of the Straddle Period ending on and including the Closing Date and the number of days of the Straddle Period after the Closing Date. The applicable Seller shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period ending on and including the Closing Date, and Purchaser shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period beginning on the day after the Closing Date. Each Seller and Purchaser shall cooperate to promptly pay or reimburse the other for any such taxes based on their respective liability for such taxes as determined pursuant to this Section 7.1(a). Any refunds of such taxes with respect to a Straddle Period shall be apportioned between the applicable Seller and Purchaser in a similar manner.

(b) Without limiting the other terms set forth in this Agreement, any sales Tax, use Tax, GST/HST and QST, provincial sales Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(a) of the Bankruptcy Code ("Transfer Taxes") shall be borne 50% by the Purchaser and 50% by the

Seller. The Purchaser shall, at its own expense, file any necessary Tax Returns relating to Transfer Taxes and other documentation with respect to any Transfer Taxes. Each Party agrees to use its, and to cause its Affiliates to use, commercially reasonable efforts to mitigate, reduce, or eliminate any Transfer Taxes, including by becoming registered for Transfer Tax purposes, by making available Tax elections (including making a joint election in a timely manner under Section 167 of the ETA and Section 75 and Section 75.1 of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1), and by completing any necessary exemption certificates or similar documentation.

(c) The Purchaser and the applicable Sellers will, if applicable, jointly elect under Section 22 of the *Canadian Tax Act*, Section 184 of the *Taxation Act* (Quebec) and any corresponding provincial provisions with respect to the sale, assignment, transfer and conveyance of the Accounts Receivable and will designate and allocate therein that portion of the applicable portion of the Purchase Price. The Parties will execute and file, within the prescribed periods, the prescribed election forms and any other documents required to give effect to the foregoing and will also prepare and file all of their respective Tax Returns in a manner consistent with such allocation.

(d) The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Pre-Closing Tax Period or Straddle Period. The Purchaser and Sellers shall retain all Tax Returns and related books and records with respect to Taxes pertaining to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets for any Pre-Closing Tax Period or Straddle Period.

7.2 Employees and Employee Benefit Plans.

(a) From and after the Closing, (i) the Purchaser will recognize the applicable union as the exclusive bargaining representative of the bargaining unit comprising Hired Employees covered by the applicable Collective Bargaining Agreement as set forth on Schedule 2.1(d), (ii) the applicable Sellers will assume and assign to Purchaser in accordance with Section 1113(a) of the Bankruptcy Code the Collective Bargaining Agreements on Schedule 2.1(d), and (iii) the Purchaser will maintain in effect, and assume sponsorship of and all accrued obligations under, those health, welfare and benefit plans identified in Schedule 7.2(a).

(b) Not later than 2 Business Days prior to the Closing, and subject in all respects to the reasonable discretion of Purchaser, the Purchaser will make Qualifying Offers to all Seller Employees. For this purpose, a “Qualifying Offer” means an offer of employment, or for Quebec Employees and Seller Employees in Canada who are subject to a Collective Bargaining Agreement, a confirmation of transfer of employment to Purchaser by operation of law, with such employment to commence at the Closing, (i) for the Seller Employees whose employment is

governed by the Collective Bargaining Agreements, on terms that are in accordance with the Collective Bargaining Agreements, and (ii) for all other Seller Employees, providing for a level of base pay at least equal to the Seller Employee's base pay in effect immediately prior to the Closing Date, and otherwise on terms and conditions, including with respect to employee benefits (but, excluding defined benefit pension, equity compensation and retiree health and welfare benefits), that are substantially similar in the aggregate to the Seller Employee's terms and conditions of employment with the applicable Seller immediately prior to the Closing Date; provided, however, that for Seller Employees working in the State of New Jersey as of the Closing Date a "Qualifying Offer" shall, in addition to requirements (i) or (ii) above, also (iii) be for employment within the State of New Jersey and at a location that is not more than fifty (50) miles from each such Seller Employee's place of employment with Seller immediately prior to the Closing; and (iv) be for the same position or a position with equivalent status as that which the applicable Seller Employee hold with Sellers immediately prior to the Closing.

(c) All Qualifying Offers made by the Purchaser pursuant to Section 7.2(b) will be made in accordance with all applicable Legal Requirements, will be conditioned only on the occurrence of the Closing, and, if applicable, will remain open for a period expiring no earlier than the Closing Date. Such offers may provide, to the extent permitted by applicable Legal Requirements, that the continuing provision of service by Seller Employee following the Closing Date will be deemed acceptance of the offer. Following acceptance of such offers, the Purchaser will provide written notice thereof to Sellers.

(d) The following will be applicable with respect to the Seller Employees:

(i) Each Hired Employee who participates in the Seller Plans other than the Assumed Seller Plans shall cease to be eligible to participate in, and shall cease to participate in and accrue benefits under, such Seller Plan effective as of the instant prior to the Closing. As of the Closing, the Purchaser will cause the Hired Employees to be covered by Purchaser-sponsored benefit plans (the "Replacement Plans"), which may include the Assumed Seller Plans. The commitments under this Section 7.2(d)(i) require the following:

(A) With respect to any Replacement Plans that are health and welfare benefit plans (other than the Assumed Seller Plans), subject to any third-party consent that may be required, the Purchaser agrees to take commercially reasonable efforts to waive or to cause the waiver of all limitations as to pre-existing conditions and actively-at-work exclusions and waiting periods for the Hired Employees. With respect to any Replacement Plans (other than the Assumed Seller Plans) and the calendar year in which the Closing Date occurs, the Purchaser shall use commercially-reasonable efforts to take into account all health care expenses incurred by any such employees or any eligible dependent thereof, including any alternate recipient pursuant to qualified medical child support orders, in the portion of the calendar year preceding the Closing Date that were qualified to be taken into account for purposes of satisfying any deductible or out-of-pocket limit under similar Seller Plans in which such Hired Employee participated or was eligible to participate immediately prior to the Closing Date for purposes of satisfying any deductible or out-of-pocket limit under the health care plan of the Purchaser for such calendar year.

(B) With respect to service and seniority, the Purchaser will, for each Hired Employee, recognize the service and seniority recognized by Sellers for all purposes, including the determination of eligibility, the extent of service or seniority-related benefits such as vacation and sick pay benefits, notice of termination, termination, and severance pay and levels of benefits to the same extent as any such Hired Employee was entitled, before the Closing Date, to credit for such service under any similar Seller Plan in which such Hired Employee participated or was eligible to participate immediately prior to the Closing Date, except that such crediting of service shall not apply with respect to benefit accruals under any defined benefit pension plan or to the extent such credit would result in the duplication of benefits for the same period of service.

(C) With respect to the defined contribution plans sponsored by Sellers for Seller Employees performing services in the U.S. that is not an Assumed Seller Plan (the "Savings Plan"), Sellers will vest Hired Employees in their Savings Plan account balances as of the Closing Date. The Purchaser will take all actions necessary to cause the Purchaser 401(k) plan in which Hired Employees are eligible to participate (1) to recognize the service that the Hired Employees had in the Savings Plan for purposes of determining such Hired Employees' eligibility to participate, vesting, attainment of retirement dates, contribution levels, and, if applicable, eligibility for optional forms of benefit payments, and (2) subject to applicable Legal Requirements, to accept direct rollovers of Hired Employees' account balances in the Savings Plan, including transfers of loan balances and related promissory notes, provided that such loans would not be treated as taxable distributions at any time prior to such transfer.

(D) Within 60 days after the Closing Date and to the extent permitted by applicable Legal Requirement, Sellers will transfer to a flexible spending plan maintained by the Purchaser any balances outstanding to the credit of Hired Employees under Sellers' flexible spending plan(s) as of the day immediately preceding the Closing Date. As soon as practicable after the Closing Date, Sellers will provide to the Purchaser a list of those Hired Employees that have participated in the health or dependent care reimbursement accounts of Sellers, together with (1) their elections made prior to the Closing Date with respect to such account and (2) balances standing to their credit as of the day immediately preceding the Closing Date.

(E) The Purchaser will honor all vacation days, (or payments in lieu thereof), banked overtime hours, and other paid time off accrued by the Hired Employees and unused as of the Closing.

(F) For Seller Employees whose employment is governed by the Collective Bargaining Agreements, their benefits, other than any defined benefit plan, shall be no less than the benefits promised under the applicable Collective Bargaining Agreements.

(G) The date on which Liabilities first arise or accrue for the purposes of Section 2.3(d) and the date on which claims are incurred under any Replacement Plans providing for health and welfare benefits shall be: (i) in the case of a death claim, the date of death; (ii) in the case of a short term disability claim, long-term disability claim or a life insurance premium waiver claim, the date of the first incidence of disability, illness, injury or disease that first qualifies an individual for benefits or to commence a qualifying period for benefits; (iii) in

the case of extended health care benefits, including dental and medical treatments, the date of treatment or the date of purchase of eligible medical or dental supplies; and (iv) in the case of a claim for drug or vision benefits, the date the prescription was filled

(ii) Sellers will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any “employment loss” within the meaning of the WARN Act or any “mass layoff”, “group termination”, or “collective dismissal” under applicable Legal Requirements that occurs prior to the Closing. The Purchaser will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any “employment loss” within the meaning of the WARN Act or any “mass layoff” “group termination”, or “collective dismissal” that occurs on or following the Closing. Any workforce reductions carried out within the ninety (90) day period following the Closing Date by the Purchaser shall be done in accordance with all applicable Legal Requirements governing the employment relationship and termination thereof, including WARN. Purchaser agrees that during the ninety (90) day period following the Closing Date, it will not effectuate an “employment loss” (as that term is defined in the WARN Act and under applicable Legal Requirements) of Hired Employees such that in the aggregate, retroactively triggers obligations under the WARN Act or other applicable Legal Requirements to Sellers.

(iii) Sellers will retain responsibility for the payment of salary or wages earned by the Hired Employees prior to the Closing. The Purchaser will be responsible for the payment of salary or wages earned by the Hired Employees after the Closing, and for all payments under the Assumed Seller Plans, subject to Section 2.3(d) and the terms of the Purchaser’s compensation and benefit plans or programs.

(iv) Individuals who would otherwise be Hired Employees but who on the Closing Date are not actively at work due to a leave of absence covered by the Family and Medical Leave Act or other applicable Legal Requirements or are not actively at work due to military leave or other authorized leave of absence, including short-term disability, will be treated as Hired Employees on the date that they are able to return to work (provided that such return to work occurs within the authorized period of their leaves following the Closing Date or otherwise within the period prescribed by applicable Legal Requirements for such leaves) and perform the essential functions of their jobs, subject to the Purchaser providing any accommodation required by applicable Legal Requirement, and Purchaser shall assume, as of the Closing Date, all compensation, benefits and any other costs or responsibilities associated with respect to such individuals relating to the time between the Closing Date and when they become Hired Employees (and thereafter).

(v) Sellers will be responsible for providing COBRA Continuation Coverage to any current and former Seller Employees, or to any qualified beneficiaries of such employees, who become entitled to COBRA Continuation Coverage before the Closing, including those for whom the Closing occurs during the COBRA election period. The Purchaser will be responsible for extending and continuing to extend COBRA Continuation Coverage to all Hired

Employees (and their qualified beneficiaries) who become entitled to COBRA Continuation Coverage on or following the Closing.

(e) Nothing in this Agreement is intended to amend any Seller Plan or affect the Seller's right to amend or terminate any Seller Plan or the Purchaser's right to amend or terminate any Assumed Seller Plan or other benefit plan sponsored by the Purchaser, in each case, pursuant to the terms of such plan and applicable Legal Requirements. No provision of this Agreement shall create any third-party beneficiary or other rights in any Person, other than the Parties hereto, and no provision of this Agreement will be construed to create any right to any compensation or benefits on the part of any Hired Employee, any beneficiary or dependent thereof, any collective bargaining representative thereof or any other future, present or former employee of the Sellers, the Purchaser, or their respective Affiliates, with respect to the compensation, terms and conditions of employment, continued employment and/or benefits that may be provided such Persons or under any benefit plan which the Sellers, the Purchaser, or their Affiliates may maintain.

7.3 Release. Except for the D&O Claims, effective as of the Closing, each of Supplemental Claims Company and the Purchaser, on behalf of itself and its successors, assigns, representatives, administrators and agents, and any other person or entity claiming by, through, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge the Administrative Agent, the DIP Agent, any Lender or DIP Lender and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Purchased Assets on or prior to the Closing, except for any acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the transactions contemplated by this Agreement.

7.4 Adequate Assurances Regarding Assigned Contracts. With respect to each Assigned Contract, the Purchaser will use commercially reasonable efforts to provide adequate assurance as required under the Bankruptcy Code for the future performance by the Purchaser of each such Assigned Contract. The Purchaser and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a finding that there has been in the discretion of the Bankruptcy Court a demonstration of adequate assurance of future performance under the, by way of example only, Assigned Contracts, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court and making the Purchaser's and Sellers' employees and representatives available to testify before the Bankruptcy Court.

7.5 Reasonable Access to Records and Certain Personnel; Other Transition Services. In order to facilitate Sellers' efforts to administer and close the Bankruptcy Case (together, the "Post-Close Filings"), for a period of two (2) years following the Closing, the Purchaser shall (i) permit Sellers and Sellers' counsel and accountants (collectively, "Permitted Access Parties") during regular business hours, with reasonable notice, reasonable access to the financial and other books and records that comprised part of the Purchased Assets to the extent required to complete

the Post-Close Filings, which access shall include (A) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (B) the Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish the Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the costs and expenses of such copies and any such other costs Purchaser incurs in connection with providing the Permitted Access Parties access to such records, and (ii) provide the Permitted Access Parties reasonable access to (A) Jazmine Estacio, Jerry Lunanuova and his staff, and Derrick Watters, (B) other Purchaser staff for occasional questions, and (C) the members of Purchaser's finance team and accounts payable team supporting the Purchased Assets. Additionally, for a period of two (2) years following the Closing, the Purchaser shall provide reasonable assistance (1) transitioning automatic payments and deposits from Sellers' accounts to Purchaser, (2) processing final paychecks for employees of Sellers and their Affiliates who are not Seller Employees, (3) with final employee benefit payouts and transition of employee benefits, (4) with the payment of trade payables that are not Purchased Assets, (5) splitting invoices existing as of the Closing to allocate between Purchased Assets and other assets of Sellers and their Affiliates, (6) with accounting for the transactions contemplated hereby and by the transactions to sell assets of Seller and its Affiliates that are not Purchased Assets, (7) filing final Tax Returns for Sellers and their Affiliates, and (8) dissolving Sellers and their Affiliates, and (9) such other services as reasonably requested by Sellers.

(a) For a period of 30 days following the Closing Date, Purchaser will provide access, to the extent commercially reasonable, to the AssetWorks software to any liquidating purchaser of fleet assets of Sellers and its Affiliates that are not Purchased Assets (any such purchaser, a "Liquidating Purchaser") upon the reasonable request by, and at no cost to, such Liquidating Purchaser; provided, however, that any Liquidating Purchaser (i) shall enter into any agreement required by Purchaser, in its reasonable discretion to provide such access, and (ii) access is permissible pursuant to, and not in default of, any agreement applicable to the AssetWorks Software. Any such Liquidating Purchaser is an intended third-party beneficiary of this Section 7.5.

(b) For a period of 90 days following the Closing Date, Purchaser will provide the following transition services to any going concern purchaser of assets of Sellers and its Affiliates that are not Purchased Assets (any such purchaser, a "Going Concern Purchaser" and, together with any Liquidating Purchasers, the "Non-Core Purchasers"), provided, however, that all such services to be provided shall be provided pursuant to a transaction services agreement containing terms and conditions mutually agreeable to Purchaser and any such Non-Core Purchaser.

(c) All obligations of Purchaser under this Section 7.5 shall be performed in a commercially reasonable and workmanlike manner.

(d) Notwithstanding anything to the contrary herein, no right of Sellers, their Affiliates, or Liquidating Purchasers pursuant to this Section 7.5 shall be exercisable in such a manner as to interfere with the normal operations of the Purchaser's business.

(e) Notwithstanding anything contained in this Section 7.5 to the contrary, in no event shall Sellers, their Affiliates, or Non-Core Purchasers have access to any information that, based on advice of the Purchaser's counsel, could (1) reasonably be expected to create liability under applicable Legal Requirements, or waive any legal privilege, (2) result in the discharge of any Trade Secrets of the Purchaser, its Affiliates or any third parties or (3) violate any obligation of the Purchaser with respect to confidentiality; provided, however that if Purchaser's counsel so advises, Purchaser and Sellers or Purchaser and the applicable Non-Core Purchaser, as applicable, will use commercially reasonable efforts to provide such access in a way that does not create such liability or confidentiality issues.

SECTION 8

CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Each Party. The respective obligations of each Party to effect the sale and purchase of the Purchased Assets shall be subject to the fulfillment (or, if permitted by applicable Legal Requirement, waiver) on or prior to the Closing Date, of the following conditions:

(a) all requisite authorizations or consents from the STB or FMCSA or waiting periods following governmental filings with the STB or FMCSA shall have been obtained or expired, as the case may be;

(b) the Sale Order and, solely with respect to the Canadian Sellers, the Canadian Sale Recognition Order, shall have been entered and become a Final Order (unless such Final Order condition is waived in writing by Purchaser with the written consent of the Administrative Agent and the DIP Agent); and

(c) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

8.2 Conditions to Obligations of the Purchaser and Supplemental Claims Company.

(a) The obligation of the Purchaser and Supplemental Claims Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Sellers in Section 4 shall be true and correct in all respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), and the Purchaser shall have received a certificate of Sellers that (A) the representations and warranties of such Seller in Section 4.1, Section 4.3(a), Section 4.5(a), Section 4.6, Section 4.8(a), and Section 4.15 are true and correct in all respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which

case, such representations and warranties shall be true and correct in all material respects as of such earlier date) and (B) the representations and warranties of Sellers in Section 4 other than Section 4.1, Section 4.3(a), Section 4.5(a), Section 4.6, Section 4.8(a), and Section 4.15 are true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date);

(ii) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(iii) since the date of this Agreement, no Material Adverse Effect shall have occurred and be continuing, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(iv) Sellers shall be prepared to deliver, or cause to be delivered, to the Purchaser all of the items set forth in Section 3.7;

(v) All documentation associated with the Debt Financing is in form and substance acceptable to Purchaser;

(vi) Sellers shall have delivered to Purchaser evidence (sufficient in Purchaser's sole discretion) of the termination of any "pension plan" (as defined in Section 3(2) of ERISA) that is not a Multiemployer Plan to which any Seller is a party;

(vii) Sellers shall have delivered to Purchaser evidence of withdrawal from any multiemployer benefit plan;

(viii) all Collective Bargaining Agreements associated with the Purchased Assets that include provisions requiring a Seller Plan with defined benefits have been modified in form and substance reasonably acceptable to Purchaser to require benefits under a defined contribution plan;

(ix) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, of continuation immediately following Closing of the benefits to Sellers of the Statewide Mass Transportation Operating Assistance Program;

(x) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, of continuation immediately following Closing of the government grant programs identified on Schedule 8.2(a)(x).

(xi) All approvals and/or consents identified on Schedule 4.6 shall have been received by Sellers;

(xii) The transfer of all licenses and Permits necessary to operate the Business identified on Schedule 4.8(a) shall have been consented to by the applicable Governmental Authority, if such consent is required by applicable Legal Requirements, or, for any licenses or Permits identified on Schedule 4.8(a) the transfer of which is prohibited by applicable Legal Requirements, an analogous license or Permit shall have been received by Purchaser;

(xiii) Purchaser has obtained insurance coverage for the Business in form and substance acceptable to Purchaser that is no less comprehensive than the insurance coverage under the Insurance Policies;

(xiv) Purchaser shall have received all necessary VIN numbers for each Purchased Vehicle;

(xv) Purchaser shall have received employment agreements from each of Ross Kinnear and Derrick Waters;

(xvi) Purchaser shall have received approval and/or consent to transfer all licenses for intellectual property identified on Schedule 8.2(a)(xvi);

(xvii) All material Assumed Real Property Leases are in term or, if expired or soon to expire, reasonably renewable or replaceable, as determined by Purchaser, in exercise of its judgment;

(xviii) Purchaser shall (i) have received all stormwater permits necessary to operate the Owned Real Property and to operate the Leased Real Property for which a Seller is responsible pursuant to the terms of the applicable Lease to procure the applicable stormwater permit and (ii) all stormwater permits held by Sellers for operation of the Owned Real Property and Leased Real Property are compliant in all material respects with all applicable Legal Requirements as of the Closing Date;

(xix) Purchaser shall have received an amendment to the undated Master Contract with IndieSpring providing for: (i) a perpetual license to utilize IndieSpring's preexisting intellectual property that IndieSpring has incorporated into its development services performed on behalf of Voyavation LLC; and (ii) a present-tense intellectual property assignment assigning all right, title and interest in and to any and all intellectual property or proprietary rights contained in or embodied by any deliverables produced by IndieSpring, or otherwise resulting from IndieSpring's services on behalf of Voyavation LLC, to Voyavation LLC;

(xx) Purchaser shall have received an amendment to the Services Agreement dated September 1, 2023 with Mesosys providing for: (i) a perpetual license to utilize Mesosys's preexisting intellectual property that Mesosys has incorporated into its development services performed on behalf of Voyavation LLC; and (ii) a present-tense intellectual property assignment assigning all right, title and interest in and to any and all intellectual property or proprietary rights contained in or embodied by any deliverables produced by IndieSpring, or otherwise resulting from IndieSpring's services on behalf of Voyavation LLC, to Voyavation LLC;

(xxi) Purchaser shall have received an agreement from MMI providing for: (i) a perpetual license to utilize MMI's preexisting intellectual property that MMI has incorporated into its development services performed on behalf of Voyavation LLC; and (ii) a present-tense intellectual property assignment assigning all right, title and interest in and to any and all intellectual property or proprietary rights contained in or embodied by any deliverables produced by MMI or otherwise resulting from MMI's services on behalf of Voyavation LLC, to Voyavation LLC;

(xxii) Purchaser shall have received an agreement from Phoenix Technologies providing for: (i) a perpetual license to utilize Phoenix Technologies's preexisting intellectual property that Phoenix Technologies has incorporated into its development services performed on behalf of Voyavation LLC; and (ii) a present-tense intellectual property assignment assigning all right, title and interest in and to any and all intellectual property or proprietary rights contained in or embodied by any deliverables produced by Phoenix Technologies, or otherwise resulting from Phoenix Technologies's services on behalf of Voyavation LLC, to Voyavation LLC and

(xxiii) Purchaser shall have received (i) a fully executed Supplemental Assumed Escrow Agreement, in form and substance mutually acceptable to Purchaser, Supplemental Claims Company, the DIP Agent, the Committee, and the Lenders in their sole discretion, establishing the Supplemental Assumed Claims Fund and (ii) evidence that the Supplemental Assumed Claims Fund has been funded by Supplemental Claims Company with the funds contributed as capital to Supplemental Claims Company by the Lenders or by Affiliates of the Lenders as required by Section 2.8 herein.

(xxiv) Sellers shall have delivered to Purchaser such other documents or instruments as Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(b) Any condition specified in Section 8.2(a) may be waived by the Purchaser; provided that no such waiver shall be effective against the Purchaser unless it is set forth in a writing executed by the Purchaser and consented to in writing by the Administrative Agent (acting at the direction of the requisite Lenders) and the DIP Agent (acting at the direction of the requisite DIP Lenders).

8.3 Conditions to Obligations of Sellers.

(a) The obligation of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of the Purchaser and Supplemental Claims Company contained herein shall be true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date) and Sellers shall have

received a certificate of the Purchaser and Supplemental Claims Company to such effect signed by duly authorized officers thereof;

(ii) the covenants and obligations that each of the Purchaser and Supplemental Claims Company is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Sellers shall have received a certificate of the Purchaser and Supplemental Claims Company to such effect signed by duly authorized officers thereof;

(iii) Sellers shall have received (A) a fully executed Supplemental Assumed Escrow Agreement, in form and substance mutually acceptable to Sellers, the DIP Agent, the Committee, and the Lenders in their sole discretions, establishing the Supplemental Assumed Claims Fund and (B) evidence that the Supplemental Assumed Claims Fund has been funded by Supplemental Claims Company with the funds contributed as capital to Supplemental Claims Company by the Lenders or by Affiliates of the Lenders as required by Section 2.8 herein; and

(iv) each of the deliveries required to be made to Sellers pursuant to Section 3.6 shall have been so delivered.

(b) Any condition specified in Section 8.3(a) may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

SECTION 9 **TERMINATION**

9.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other Parties hereto, at any time prior to the Closing Date:

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

(b) by either the Purchaser or Sellers if any Order that prohibits the consummation of the transaction shall have become final and not appealable;

(c) by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to 75 days from entry of the Sale Order (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 9.1(c) will not be available to a Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before the Termination Date;

(d) by written notice from Sellers to the Purchaser, if the Purchaser or Supplemental Claims Company breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.3(a)(i) or Section

8.3(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to the Purchaser of such breach or failure to perform; provided, however, that Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(d) if Sellers are then in breach of the terms of this Agreement such that the conditions set forth in Section 8.2(a)(i) or 8.2(a)(ii) would not be satisfied;

(e) by written notice from the Purchaser to Sellers, if any Seller breaches or fails to perform in any respect any of Sellers' representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.2(a)(i) or Section 8.2(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to Sellers of such breach or failure to perform; provided, however, that the Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(e) if the Purchaser or Supplemental Claims Company is then in breach of the terms of this Agreement such that the conditions set forth in Section 8.3(a)(i) or 8.3(a)(ii) would not be satisfied;

(f) automatically upon the closing of an Alternative Transaction;

(g) by the Purchaser, if, the Purchaser is not selected as the "Successful Bidder" or "Back-Up Bidder" (each as defined in the Bidding Procedures Order) at the conclusion of the Auction;

(h) by the Purchaser, if: (i) any Seller (A) withdraws the Bidding Procedures Motion or publicly announces its intention to withdraw the Bidding Procedures Motion, (B) refuses or fails to diligently prosecute the Bidding Procedures and Sale Motion, (C) moves to voluntarily dismiss the Bankruptcy Case, or (D) moves to convert the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code; (ii) the Bankruptcy Court shall not have issued the Bidding Procedures Order within 35 days of the Petition Date, or such Order shall have been vacated or reversed at any time, or such Order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent; (iii) the Sale Order has not been entered by the Bankruptcy Court within 65 days following the Petition Date, or such Order shall have been vacated or reversed at any time, or such Order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent or (iv) the Canadian Sale Recognition Order has not been entered by the Canadian Court within 7 days following the entry of the Sale Order by the Bankruptcy Court, or such order shall have been vacated or reversed at any time, or such order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent; or

(i) by the Purchaser, upon the appointment of a trustee or examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code.

9.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in this Section 9.2 or Section 9.3 and except

that each Party shall be liable for Fraud of this Agreement by such Party. Notwithstanding the foregoing, the provisions of Section 6.1(a), this Section 9.2, Section 9.3, Section 10 and Section 11 shall expressly survive the expiration or termination of this Agreement (and, to the extent applicable to the interpretation or enforcement of such provisions, Section 1).

(b) In the event this Agreement is validly terminated pursuant to Sections 9.1(e), (f), or (g), and provided that neither the Purchaser nor Supplemental Claims Company is in material breach of any provision of this Agreement prior to such termination and each is ready, willing and able to close the transactions contemplated hereby, Sellers shall pay the Reimbursement Amount and the Break-Up Fee to the Purchaser by wire transfer of immediately available funds to an account designated by the Purchaser within three (3) Business Days following the closing of an Alternative Transaction. In the event this Agreement is validly terminated pursuant to Sections 9.1(h), or (i), and provided that neither the Purchaser nor Supplemental Claims Company is in material breach of any provision of this Agreement prior to such termination and each is ready, willing and able to close the transactions contemplated hereby, Sellers shall pay the Reimbursement Amount to the Purchaser by wire transfer of immediately available funds to an account designated by the Purchaser within three (3) Business Days following the closing of an Alternative Transaction.

(c) Any obligation to pay the Reimbursement Amount and/or the Break-Up Fee hereunder shall be absolute and unconditional. Purchaser's claims to the Reimbursement Amount and the Break-Up Fee shall constitute allowed super-priority administrative claims against Sellers' bankruptcy estates under sections 503(b) and 507(a)(2) of the Bankruptcy Code and shall be payable as specified herein. Sellers hereby acknowledge and agree that (i) the right of the Purchaser to receive payment of the Reimbursement Amount and Break-Up Fee as set forth in this Section 9.2 is necessary and essential to induce the Purchaser to execute and deliver this Agreement and to enter into the transactions contemplated hereby, and that the Purchaser would not have done so without receiving such right and (ii) the obligation of Sellers to pay the Reimbursement Amount and Break-Up Fee as set forth in this Section 9.2 was negotiated at arms' length and in good faith and is (x) designed to maximize the value of the Sellers' bankruptcy estates, (y) fair, reasonable and appropriate, and (z) in the best interests of Sellers, the debtors, the bankruptcy estates and the estates' creditors, interest holders, stakeholders, and all other parties in interest.

(d) Nothing in this Section 9.2 or elsewhere in this Agreement shall be deemed to impair the right of Purchaser to bring any action or actions for specific performance, injunctive or other equitable relief (including the right of Purchaser to compel specific performance by Sellers of their obligations under this Agreement) pursuant to Section 11.8 prior to the valid termination of this Agreement; provided, that under no circumstances shall the Purchaser be permitted or entitled to receive both (i) the remedy of specific performance to cause the Closing and (ii) the payment of the Break-Up Fee and the Reimbursement Amount. The Parties acknowledge and hereby agree that in no event shall Sellers be required to pay the Break-Up Fee and Reimbursement Amount on more than one occasion. Each of the Parties further acknowledges that the payment by Sellers of the Break-Up Fee and the Reimbursement Amount is not a penalty, but rather liquidated damages in a reasonable amount that will compensate the Purchaser, together

with any additional damages to which the Purchaser may be entitled hereunder, in the circumstances in which such Break-Up Fee and Reimbursement Amount are payable, for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Except in the case of Fraud, the Purchaser's receipt in full of the return of the Good Faith Deposit and the Break-Up Fee and the Reimbursement Amount, as applicable, shall be the sole and exclusive monetary remedy of the Purchaser and Supplemental Claims Company against Sellers, and Sellers shall have no further liability or obligation, under this Agreement or relating to or arising out of any such breach of this Agreement or failure to consummate the transactions contemplated hereby.

9.3 Good Faith Deposit. In the event that this Agreement is terminated under Section 9.1(d), Sellers shall retain the Good Faith Deposit and neither Purchaser nor Supplemental Claims Company shall have any further rights thereto. In the event that this Agreement is terminated under Section 9.1(a), (b), (c), (e), (f), (g) (h), or (i) and provided that neither the Purchaser nor Supplemental Claims Company is in material breach of any provision of this Agreement prior to such termination, the Escrow Holder shall disburse to the Purchaser any amounts held in the Escrow Account pursuant to the terms in this Agreement and the Bidding Procedures. If the Agreement is terminated and the Good Faith Deposit would otherwise have been returned to the Purchaser under the immediately preceding sentence but for the second proviso therein, then, such Good Faith Deposit shall instead be paid over to Sellers without further action or deed and the Purchaser shall have no further rights thereto.

SECTION 10 **SURVIVAL**

The representations and warranties of the Purchaser, Supplemental Claims Company and Sellers made in this Agreement and the covenants of the Purchaser, Supplemental Claims Company and Sellers contained in this Agreement that, by their terms, are to be performed prior to the Closing shall not survive the Closing Date and shall be extinguished by the Closing and the consummation of the transaction contemplated by this Agreement. Absent Fraud, if the Closing occurs, neither the Purchaser nor Supplemental Claims Company shall have any remedy against Sellers, and Sellers shall not have any remedy against the Purchaser, Supplemental Claims Company or its Affiliates for (a) any breach of a representation or warranty contained in this Agreement (other than to terminate the Agreement in accordance with the terms hereof) and (b) any breach of a covenant contained in this Agreement with respect to the period prior to the Closing Date. The covenants and agreements contained herein that by their terms are to be performed after the Closing shall survive the Closing in accordance with their specified terms or, to the extent no such terms are specified, indefinitely, and nothing in this Section 10 shall be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement.

SECTION 11
GENERAL PROVISIONS

11.1 Confidential Nature of Information. Sellers, on the one hand, and Purchaser, on the other agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding Purchaser and its Affiliates and Sellers and their respective Affiliates, respectively, during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of the Purchaser, to its counsel, accountants, financial advisors and potential lenders, and in the case of Sellers, to their counsel, accountants and financial advisors). No Party shall use any confidential information referred to in the first sentence of this paragraph in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the enforcement of its rights hereunder and under the Ancillary Documents; provided, however, that after the Closing, the Purchaser may use or disclose any confidential information included in the Purchased Assets and may use or disclose other confidential information that is otherwise reasonably related to the Purchased Assets. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (a) is or becomes available to such Party from a source other than the disclosing Party, provided such other source was not, and such Party would have no reason to believe such source was, subject to a confidentiality obligation in respect of such information, (b) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (c) is required to be disclosed under applicable Legal Requirements or judicial process, including the Bankruptcy Case, but only to the extent it must be disclosed, (d) such Party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby or (e) Sellers deem necessary to disclose to comply with the Bidding Procedures Order.

11.2 No Public Announcement. Neither Sellers nor the Purchaser or Supplemental Claims Company shall, without the approval of Coach USA, Inc. (in the case of a disclosure by the Purchaser or Supplemental Claims Company) or the Purchaser (in the case of a disclosure by Sellers), make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by Legal Requirements, including as may be required by the Bankruptcy Case, the Bidding Procedures Order or other Order of the Bankruptcy Court, the Bankruptcy Code, securities Legal Requirements, or the rules of any stock exchange, in which case the other Party or Parties shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

11.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by electronic mail or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser or Supplemental
Claims Company, to:

Bus Company Holdings US, LLC
Newcan Coach Company ULC
One Rockefeller Plaza

-71-

188187410_15

29th Floor
New York, NY 10020
ATTN: Josh Weiss, General Counsel of the
Renco Group
E-mail: jweiss@rencogrp.com

with copies to
(which shall not constitute notice):

McGuireWoods LLP
Tower Two-Sixty
260 Forbes Avenue
Suite 1800
Pittsburgh, PA 15222-3142
ATTN: Mark E. Freedlander
E-mail: mfreedlander@mcgurewoods.com

If to Sellers, to:

c/o Coach USA, Inc.
160 S. Route 17 North
Paramus, NJ 07652
ATTN: Derrick Waters
Linda Burtwistle
Ross Kinnear
E-mail: derrick.waters@coachusa.com

ross.kinnear@coachusa.com

with copies to
(which alone shall not constitute
notice):

Alston & Bird LLP
90 Park Avenue
New York, NY 10016-1387
ATTN: Matthew Kelsey
Eric Wise
William Hao
E-mail: matthew.kelsey@alston.com
eric.wise@alston.com
william.hao@alston.com

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
ATTN: Sean Beach
Joe Mulvihill
E-mail: sbeach@ycst.com
jmulvihill@ycst.com

If to Administrative Agent and DIP
Agent, to:

WELLS FARGO BANK, NATIONAL
ASSOCIATION
1800 Century Park East, Suite 1100
Los Angeles, California 90067
Attn: Cameron Scott
Email: cameron.scott@wellsfargo.com

with a copy to
(which alone shall not constitute
notice):

GOLDBERG KOHN LTD.
55 E. Monroe Street, Suite 3300
Chicago, Illinois 60603
Attn: William Starshak, Esq. and
Dimitri Karcazes, Esq.
Fax No.: 312-201-4000
Email: william.starshak@goldbergekohn.com
dimitri.karcazes@goldbergekohn.com

or to such other address as such party may indicate by a notice delivered to the other party hereto.

All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 11.3 if delivered personally shall be effective upon delivery, if by overnight carrier shall be effective one (1) Business Day following deposit with such overnight carrier, if delivered by mail, shall be effective three (3) Business Days following deposit in the United States certified mail, postage prepaid, and if by e-mail prior to 6:00 p.m. ET, on the date of delivery to the email address set forth above, and if by e-mail at or after 6:00 p.m. ET, on the next Business Day, in each case provided the computer record indicates a full and successful transmission and no failure message is generated.

11.4 Successors and Assigns.

(a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto; provided, however, that the Purchaser shall be permitted to assign any of its rights, but not its obligations, hereunder to (i) any one or more Affiliates of Purchaser and (ii) its lenders as collateral security for its obligations under any of its secured debt financing arrangements.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

11.5 Entire Agreement; Amendments; Schedules. This Agreement, that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc., the Ancillary Documents and the Schedules referred to herein contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties; provided, however, that in no event shall this Agreement be amended without the prior written consent of the Administrative Agent on behalf of the Lenders and the DIP Agent on behalf of the DIP Lenders.

11.6 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof; provided, however that any such waivers or extensions shall also require the prior written consent of the Administrative Agent on behalf of the Lenders and the DIP Agent on behalf of the DIP Lenders. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. Except as otherwise provided herein, the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.7 Expenses. Each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

11.8 Remedies. The Parties recognize that if Sellers breach or refuse to perform as set forth in this Agreement, monetary damages alone would not be adequate to compensate the non-breaching Party for their injuries. Purchaser shall therefore be entitled, in addition to any other remedies that may be available, to seek to obtain specific performance of, or to enjoin the violation of, this Agreement. If any litigation is brought by the Purchaser to enforce this Agreement, Sellers shall waive the defense that there is an adequate remedy at law. The Parties agree to waive any requirement for the security or posting of any bond in connection with any litigation seeking specific performance of, or to enjoin the violation of, this Agreement. The Parties agree that the only permitted objection that they may raise in response to any action for specific performance or an injunction is that it contests the existence of a breach, threatened breach, or refusal to perform. The right of specific performance, injunctive and other equitable remedies is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement.

11.9 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

11.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Agreement.

11.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Legal Requirements of the State of Delaware applicable to contracts executed in and to be performed in that State. For clarity, the Parties agree that the Canadian Recognition Case shall be governed by, and construed in accordance with, the Legal Requirements of the Province of Ontario and the federal Legal Requirements of Canada applicable therein.

(a) All Actions arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court and the appellate courts therefrom, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that any Action arising out of or relating to the Canadian Recognition Case, shall be heard and determined in the Canadian Court and the appellate courts therefrom, and the Parties irrevocably submit to the exclusive jurisdiction of the Canadian Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties hereby consent to service of process by mail (in accordance with Section 11.3) or any other manner permitted by law.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, THE PURCHASER, SUPPLEMENTAL CLAIMS COMPANY, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.12 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person (including the Committee or any of its members, or any holder of a Supplemental Assumed Claim) any legal or equitable benefit, claim, cause of action, remedy or right of any kind; provided, however, that the Administrative Agent and the DIP Agent are and will remain a third-party beneficiary of, to, and under this Agreement to the extent of any Encumbrances or other rights or interests of the Administrative Agent and the Lenders or the DIP Agent and the DIP Lenders arising in or under, or otherwise relating to, the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the undersigned each

acknowledges, confirms, and agrees that all of Sellers' rights and interests in, under, and to this Agreement, including all of Sellers' rights and interests in, under, and to the Good Faith Deposit, are subject to any Encumbrances and other rights or interests therein from time to time granted or otherwise provided to the Administrative Agent and the DIP Agent, including under or in connection with any cash collateral order, debtor-in-possession financing order, or related documentation from time to time approved by the Bankruptcy Court, and including any Encumbrances granted or provided to the Administrative Agent or the DIP Agent from time to time under any of Sections 361 or 364 of the Bankruptcy Code.

11.13 No Rights against Lenders or DIP Lenders. Notwithstanding anything to the contrary contained in this Agreement, (i) no Seller shall have any rights or claims against the Administrative Agent, the DIP Agent or any Lender or DIP Lender, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing, whether at law or equity, in contract, in tort or otherwise and (ii) neither the Administrative Agent, the DIP Agent nor any Lender or DIP Lender shall have any Liability to any Seller for any obligations or liabilities of any Party under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing, whether at law or equity, in contract, in tort or otherwise.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amended Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

BUS COMPANY HOLDINGS US, LLC

By: _____
Name: Jim Reitzig
Title: Vice President

NEWCAN COACH COMPANY ULC

By: _____
Name: Jim Reitzig
Title: Vice President

SUPPLEMENTAL CLAIMS COMPANY:

SUPPLEMENTAL ASSUMED CLAIMS COMPANY,
LLC

By: _____
Name: Jim Reitzig
Title: Vice President

[Signatures Continue on Following Pages]

SELLERS:

[•]

By: _____
Name: _____
Title: _____

[•]

By: _____
Name: _____
Title: _____

SCHEDULE A

SELLERS

Sellers

1. Coach USA, Inc.
2. Coach USA Administration, Inc.
3. CUSARE, Inc.
4. 3329003 Canada Inc.
5. 3376249 Canada Inc.
6. 4216849 Canada Inc.
7. Barclay Airport Service, Inc.
8. Chenango Valley Bus Lines, Inc.
9. Dillon's Bus Service, Inc.
10. Douglas Braund Investments Inc.
11. Elko, Inc.
12. Hudson Transit Corporation
13. Hudson Transit Lines, Inc.
14. [Reserved]
15. Megabus Canada Inc.
16. Midtown Bus Terminal of New York, Inc.
17. Olympia Trails Bus Company, Inc.
18. Paramus Northeast Mgt Co., LLC
19. Perfect Body, Inc.
20. Rockland Coaches, Inc.
21. Route 17 North Realty, LLC
22. Sam Van Galder, Inc.
23. Short Line Terminal Agency, Inc.
24. Suburban Management Corp.
25. Suburban Trails, Inc.
26. Suburban Transit Corp.
27. Trentway-Wagar Inc.
28. Voyavation LLC
29. Wisconsin Coach Lines, Inc.
30. Mister Sparkle, Inc.
31. Community Bus Lines, Inc.
32. Community Coach, Inc.
33. Community Tours, Inc.
34. Community Transit Lines, Inc.
35. Community Transportation, Inc.
36. Megabus Northeast, LLC
37. Coach USA MBT, LLC
38. Rockland Transit Corp.
39. Trentway-Wagar (Properties) Inc.

EXHIBIT A

FORM OF ASSUMPTION AND ASSIGNMENT AGREEMENT

188187410_13

LEGAL02/44529125v3
LEGAL02/44529125v9

EXHIBIT B

BIDDING PROCEDURES MOTION

EXHIBIT C

BIDDING PROCEDURES ORDER

EXHIBIT D

FORM OF BILL OF SALE

EXHIBIT E

FORM OF SALE ORDER

EXHIBIT F

FORM OF SUPPLEMENTAL ASSUMED CLAIMS RELEASE

TAB 3

appearing although duly served as appears from the affidavit of service of Linda Fraser-Richardson sworn August 19, 2024:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Ware Affidavit, the Supplemental Order (Foreign Main Proceeding) of this Court dated June 14, 2024 (the "**Supplemental Order**"), or the First Amended Asset Purchase Agreement (the "**Sale Agreement**"), by and among, Bus Company Holdings US, LLC ("**Newco USA**") and Newcan Coach Company ULC ("**Newco Canada**" and, together with Newco USA, the "**Purchaser**"), as purchasers, the entities set forth on Schedule A thereto, including the Canadian Debtors, as sellers (collectively, the "**Sellers**"), and Supplemental Assumed Claims Company LLC ("**Supplemental Claims Company**"), as supplemental claims company.

RECOGNITION OF FOREIGN ORDERS

3. **THIS COURT ORDERS** that the following order of the U.S. Bankruptcy Court made in the Foreign Proceeding (as defined in the Initial Recognition Order (Foreign Main Proceeding) dated June 14, 2024) is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Order (A) Approving the Sale of Certain of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto, and (C) Granting Related Relief* (the "**Sale Order**") (a copy of which is attached hereto as Schedule "A");

provided, however, that in the event of any conflict between the terms of the Sale Order and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

APPROVAL OF TRANSACTION

4. **THIS COURT ORDERS** that the Sale Agreement and the transactions contemplated by the Sale Agreement (together, the "**Transaction**") be and is hereby approved, including the sale by the Sellers of the Purchased Assets used in connection with the Business carried out in Canada (the "**Canadian Acquired Assets**") to Newco Canada, and Newco Canada's assumption of the Assumed Liabilities (other than the Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) arising in connection with the Business carried out in Canada (the "**Canadian Assumed Liabilities**") from the Sellers. The Sellers are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, including the sale of the Canadian Acquired Assets to Newco Canada, and the assumption of the Canadian Assumed Liabilities by Newco Canada, as applicable.

ASSIGNMENT AND VESTING OF ASSETS

5. **THIS COURT ORDERS** that, upon delivery concurrently to the Sellers and Newco Canada by the Information Officer of a certificate substantially in the form of Schedule "B" hereto (the "**Information Officer's Certificate**"), all of the Sellers' right, title and interest in and to the Canadian Acquired Assets including, without limitation, all rights and obligations under the agreements, leases and contracts encompassed in the Canadian Acquired Assets listed on Schedule "C" hereto (collectively, the "**Canadian Assigned Contracts**"), and the Canadian Assumed Liabilities, shall vest absolutely in Newco Canada free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any Order of this Court in these proceedings, including the Supplemental Order; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**") or any other personal property registry system, including but not limited to the Quebec *Registre des droits personnels et réels mobiliers* (the "**RDPRM**") listed on Schedule "D" and the PPSA registrations listed on Schedule "E" hereto (all of which are collectively referred to as the "**Encumbrances**"), other than the Permitted Encumbrances, and that all of the Encumbrances other than the Permitted Encumbrances

affecting or relating to the Canadian Acquired Assets are hereby expunged and discharged as against the Canadian Acquired Assets.

6. **THIS COURT ORDERS** the Quebec RDPRM to strike and discharge the registrations described in Schedule "D" attached hereto, upon presentation of the required forms with a true copy of this order and the Information Officer's Certificate and upon payment of the prescribed fees.

7. **THIS COURT ORDERS** that where a notice of a Canadian Debtor's Lease or sublease has been registered in a land registry office or similar office (each, a "**Land Registry Office**"), then upon the registration of Newco Canada or its designee of a copy of this Order, a notice of assignment of lessee interest in lease, an assignment of lease, an assignment of caveat, or other applicable form or instrument to reflect an assignment of lease in the applicable Land Registry Office, such Land Registry Office is hereby directed to supplement, update or otherwise amend the applicable registration, caveat, covenant or other instrument of leasehold interest to reflect Newco Canada as the lessee or sub-lessee (as applicable).

8. **THIS COURT ORDERS AND DIRECTS** the Information Officer to serve all parties on the service list in these proceedings, and file with the Court, a copy of the Information Officer's Certificate, forthwith after delivery thereof.

9. **THIS COURT ORDERS** that the Information Officer shall be entitled to solely rely on written notice from each of the Foreign Representative (or its counsel), on behalf of the Sellers, and Newco Canada (or its counsel), on behalf of the Purchaser, without the need for further inquiry or investigation, for the purpose of providing the certifications included in the Information Officer's Certificate, and the Information Officer shall incur no liability with respect to the delivery of the Information Officer's Certificate, the Sale Agreement or any matter in respect of the sale of the Canadian Acquired Assets.

10. **THIS COURT ORDERS** that, without limiting the Sale Order, the assignment of the rights and obligations of the Sellers under the Canadian Assigned Contracts to Newco Canada and the payment of any applicable Cure Costs (as defined in the Sale Agreement) are hereby authorized and are valid and binding on all of the counterparties to the Canadian Assigned Contracts, without further documentation, as if Newco Canada was a party to such Canadian Assigned Contract, notwithstanding any restriction, condition or prohibition in any such

Canadian Assigned Contract relating to the assignment thereof, including any provision requiring the consent of any parties to such assignment. Nothing in this paragraph 10 derogates from the obligations of Newco Canada to perform its obligations under such Canadian Assigned Contract, as provided in the Sale Order.

11. **THIS COURT ORDERS** that, effective on the assignment of the rights and obligations of the Sellers under the Canadian Assigned Contracts to Newco Canada and the payment of any applicable Cure Costs, the rights and remedies of any counterparty to a Canadian Assigned Contract to accelerate, terminate, rescind, refuse to perform or otherwise repudiate their obligations under, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such Canadian Assigned Contract, shall be subject to the terms and conditions of the Sale Order.

12. **THIS COURT ORDERS** that, without limiting the Sale Order, from and after the assignment of the rights and obligations of the Sellers under the Canadian Assigned Contracts and the payment of any applicable Cure Costs, all Persons (as defined in the Supplemental Order) shall be deemed to have waived any and all defaults of the Sellers then existing or previously committed by the Sellers, or caused by the Sellers, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any such Canadian Assigned Contract, existing between such Person and the Sellers arising from the fact that the Canadian Debtors have sought or obtained relief under the CCAA or pursuant to the Chapter 11 Cases, and any and all notices of default and demands for payment or any step or proceeding taken in connection therewith under any such Canadian Assigned Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse any Seller from performing their obligations under the Canadian Assigned Contracts and Sale Agreement or be a waiver of defaults by any Seller under the Sale Agreement and related documents.

13. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of the Claims and the Encumbrances, the net proceeds from the sale of the Canadian Acquired Assets (if any) shall stand in the place and stead of the Canadian Acquired Assets, and that from and after the delivery of the Information Officer's Certificate, all Claims and Encumbrances (including the Administration Charge, the Directors' Charge and the DIP Charge), other than the Permitted Encumbrances, shall attach to the net proceeds from the sale of the Canadian Acquired

Assets with the same priority as they had with respect to the Canadian Acquired Assets immediately prior to the sale, as if the Canadian Acquired Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Sellers are authorized and permitted to disclose and transfer to Newco Canada all human resources and payroll information in the Sellers' records pertaining to the Sellers' past and current employees, including the Seller Employees (as defined in the Sale Agreement), subject to and in accordance with the terms and conditions of the Sale Agreement and the Sale Order. Newco Canada shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Sellers.

15. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of any of the Canadian Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment into bankruptcy under the BIA made in respect of any of the Canadian Debtors;

the vesting of the Canadian Acquired Assets in Newco Canada pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Canadian Debtors and shall not be void or voidable by creditors of any of the Canadian Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Canadian Debtors, the Foreign Representative, the Information Officer, the Purchaser and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative, the Information Officer and the Purchaser, as may be necessary or desirable to give effect to this Order, or to assist the Canadian Debtors, the Foreign Representative, the Information Officer, the Purchaser and their respective counsel and agents in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that each of the Canadian Debtors, the Foreign Representative, the Information Officer and the Purchaser be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Time on the date of this Order.

SCHEDULE "A"
SALE ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*¹,

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 20, 241, 297, 305,
313, 348, 499, and 503

**ORDER (A) APPROVING THE SALE OF CERTAIN OF
THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES, AND OTHER INTERESTS, (B) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES RELATED THERETO, AND (C) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² dated June 12, 2024 [Docket No. 20] of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) pursuant to sections 105(a), 363, 365, and 1113 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Bankruptcy Rules**”) for an order (this “**Order**”), among other things: (a) authorizing and approving the entry into and performance under the terms and conditions of that certain First Amended Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit 1**, and which for purposes of this Order shall

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion or the Purchase Agreement, as applicable.

include all exhibits, schedules and ancillary documents related thereto and hereto, including the Ancillary Documents (collectively, and as may be amended, supplemented or restated, the “**Purchase Agreement**”), by and among certain of the Debtors, on the one hand (such Debtors, as identified on Schedule A to the Purchase Agreement, collectively the “**Debtor Sellers**”), and Bus Company Holdings US, LLC and Newcan Coach Company ULC (including their respective permitted affiliates, subsidiaries, designees, successors and assignees under the Purchase Agreement, collectively, the “**Purchaser**”), and Supplemental Assumed Claims Company, LLC (“**Supplemental Claims Company**”), on the other hand; and the Auction having been cancelled in accordance with the Bidding Procedures; and the Debtor Sellers having determined, in their business judgment, that the Qualified Bid by Purchaser for the Assets was the highest and otherwise best Qualified Bid received with respect to the Purchased Assets; and the Sellers having filed the notice of successful bidder [Docket No. 503], designating Purchaser or its designee as the Successful Bidder for the Purchased Assets; (b) approving the sale (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the Purchase Agreement, the “**Sale Transaction**”) of certain of the assets of the Debtors as set forth in the Purchase Agreement (the “**Purchased Assets**”), free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances); (c) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the “**Assigned Contracts**”) and the assumption of the Assumed Liabilities (including the Assumed Secured Debt), each as more fully described in the Purchase Agreement as and to the extent set forth in the Purchase Agreement; and (d) approving the form and manner of notice of the foregoing; and the Court having held a hearing on August 13, 2024 (the “**Sale Hearing**”) to consider the Motion and to consider approval of the Sale Transaction; and the Court having reviewed and considered the

relief sought in the Motion with respect to the Sale Transaction, the declarations submitted in support of the Motion, all objections to the Motion and the Debtors' responses thereto at the Sale Hearing, and the arguments of counsel made, and the declarations admitted into evidence at the Sale Hearing; and all parties-in-interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in this Order; and due and sufficient notice of the Motion and the Sale Hearing having been given under the particular circumstances and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby;

FOUND, CONCLUDED, AND DETERMINED THAT³:

A. **Jurisdiction and Venue.** This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory bases for the relief requested in the Motion are: (i) sections 105, 363, 364, 365, and 1113 of the Bankruptcy Code; (ii) Bankruptcy Rules

³ The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. Furthermore, any findings of fact or conclusions of law made by the Court on the record at the close of the Sale Hearing are incorporated herein pursuant to Bankruptcy Rule 7052.

2002(a)(2), 6003, 6004, 6006, 9007, 9008, and 9014; and (iii) Local Bankruptcy Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Bankruptcy Rules.

C. **Bidding Procedures.** On July 9, 2024, the Court entered an order [Docket No. 241] (the “**Bidding Procedures Order**”), which, among other things, (i) authorized and approved the Bidding Procedures in connection with the sale of substantially all of the assets of the Debtors (the “**Assets**”), including the Purchased Assets; (ii) approved procedures for the assumption and assignment of contracts, including the manner in which the notice of potential assignment of the Assigned Contracts and potential Cure Costs related thereto (the “**Potential Assumption and Assignment Notice**”) were provided to non-Debtor counterparties to the Debtors’ executory contracts and unexpired leases; (iii) approved the form and manner of notice of the Auction and the Sale Hearing; (iv) scheduled the Sale Hearing and set other related dates and deadlines; and (v) granted related relief.

D. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair and reasonable opportunity for any Person or Entity to make a higher and otherwise better offer to purchase the Purchased Assets. The Debtors and their professionals adequately marketed the Assets and conducted the marketing and sale process in accordance with the Bidding Procedures and the Bidding Procedures Order. The Debtors determined that the Purchase Agreement constituted the highest and best offer with respect to the Purchased Assets and selected the Purchase Agreement as the Successful Bid with respect to the Purchased Assets. The Debtors therefore determined in a valid and sound exercise of their business judgment, and in accordance with the Bidding Procedures and Bidding Procedures Order, that the highest and best Qualified Bid for the Purchased Assets is that of the Purchaser and that

the Purchase Agreement will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative.

E. **Stalking Horse Designation.** On July 19, 2024, the Court entered an order [Docket No. 305] (i) approving the designation of the Purchaser as the stalking horse bidder for the Purchased Assets, (ii) approving the Debtors' entry into the Purchase Agreement, (iii) approving the bid protections provided to Purchaser, including a break-up fee and an expense reimbursement, and (iv) granting related relief.

F. **Marketing Process.** The Debtors and their advisors thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in a fair and open manner, soliciting offers to acquire the Purchased Assets from a wide variety of parties. The sale process and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any Person or any entity (as such term is defined in the Bankruptcy Code, an "**Entity**") that expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have an interest in acquiring, and be permitted and able to acquire, the Purchased Assets, to conduct due diligence, make an offer to purchase the Debtors' assets, including, without limitation, the Purchased Assets, and submit higher and otherwise better offers for the Purchased Assets than Purchaser's Successful Bid. The Debtors and Purchaser have negotiated and undertaken their roles leading to the Sale Transaction and entry into the Purchase Agreement in a diligent, non-collusive, fair, reasonable, and good faith manner. The sale process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures resulted in the highest and otherwise best offer for the Purchased Assets for the Debtors and their estates, was in the best interests of the Debtors, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. The Debtors' determinations that

the Purchase Agreement constitutes the highest and otherwise best offer for the Purchased Assets and maximizes value for the benefit of the Debtors' estates constitutes a valid and sound exercise of the Debtors' business judgment and are in accordance and compliance with the Bidding Procedures and the Bidding Procedures Order. The Purchase Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or Entity has offered to purchase the Purchased Assets for greater overall value to the Debtors' estates than the Purchaser. Approval of the Motion (as it pertains to the Sale Transaction) and the Purchase Agreement and the consummation of the transactions contemplated thereby will maximize the value of each of the Debtors' estates and are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. There is no legal or equitable reason to delay consummation of the transactions contemplated by the Purchase Agreement, including without limitation, the Sale Transaction.

G. **Notice.** As evidenced by the certificates of service filed with the Court, actual written notice of the Motion and the relief requested therein (including the assumption and assignment of the Assigned Contracts to Purchaser and any Cure Costs related thereto) was provided to the following parties (the "**Notice Parties**"): (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) counsel to the official committee of unsecured creditors appointed in the Chapter 11 Cases (the "**Committee**"); (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the

jurisdictions to which the Debtors are subject; (k) all environmental authorities having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors' business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors' executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the Purchase Agreement) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; (x) all of the Debtors' other known creditors and equity security holders; and (y) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service.

H. In addition to the foregoing notice, the Debtors posted the Notice of Auction and Sale Hearing and the relief requested in this Order on the website of the Debtors' claims and noticing agent, Kroll Restructuring Administration LLC on July 16, 2024.

I. Notice of the Sale Transaction, the Motion, the time and place of the proposed Auction, the time and place of the Sale Hearing, the proposed entry of this Order, and the time for filing objections to the Motion (the "**Sale Notice**") was reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Auction, and the Sale Hearing. Such notice was sufficient and appropriate under the particular circumstances. A form of this

Order and the Purchase Agreement, each of which were modified to reflect, among other things, resolution of certain issues raised by the Committee related to the Sale Transaction via the creation of the Supplemental Assumed Claims Fund and the assumption of the Supplemental Assumed Claims by Supplemental Claims Company on a non-recourse basis, were filed with the Court on August 9, 2024 [Docket No. 508]. No other or further notice of the Sale Transaction, the Motion, the Auction, the Sale Hearing, or of the entry of this Order is necessary or shall be required.

J. In accordance with the Bidding Procedures Order, the Debtors have served the Potential Assumption and Assignment Notice on all non-Debtor counterparties to the Debtors' executory contracts and unexpired leases, which Potential Assumption and Assignment Notice identifies with respect to each executory contract or unexpired lease the amount, if any, required to cure any default and/or actual pecuniary loss to the non-Debtor counterparty resulting from such default including, but not limited to, all claims, demands, charges, rights to refunds, and monetary and non-monetary obligations that such non-Debtor counterparty can assert under such executory contract or unexpired lease, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to such executory contract or unexpired lease (the foregoing amounts as stated in the Potential Assumption and Assignment Notice, the "**Cure Costs**"). The service and provision of the Potential Assumption and Assignment Notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assigned Contracts or establishing a Cure Cost for any Assigned Contract. Non-Debtor counterparties to the Assigned Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Assigned Contract and the Cure Cost set forth in the

Potential Assumption and Assignment Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection to the stated Cure Costs or assignment has expired and to the extent any party timely filed a Cure Costs/Assignment Objection or Post-Auction Objection by the respective Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline (each as defined in the Assumption and Assignment Procedures), all such objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties, including but not limited to the Purchaser. To the extent that any such party did not timely file a Cure Costs/Assignment Objection or Post-Auction Objection by the deadline stated in the Potential Assumption and Assignment Notice, such party shall be deemed to have consented to (i) the assumption and assignment of the Assigned Contract to the Purchaser, and (ii) the proposed Cure Cost set forth on the Potential Assumption and Assignment Notice.

K. As evidenced by the certificates of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Sale Transaction, the potential assumption and assignment of the Assigned Contracts (including Cure Costs related thereto), and the assumption on a non-recourse basis of Supplemental Assumed Claims by Supplemental Claims Company and the establishment of the Supplemental Assumed Claims Fund for purposes of providing a source of recovery for the benefit of holders of Supplemental Assumed Claims, has been provided in compliance with the Bidding Procedures Order and in accordance with Bankruptcy Code sections 105(a), 363, 365, and 1113, and Bankruptcy Rules 2002, 4001, 6004,

6006, 9006, 9007, 9008 and 9014, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, or the Sale Transaction is or shall be required.

L. **Corporate Authority.** The Debtors have full corporate power and authority to execute the Purchase Agreement and all other documents contemplated thereby and the Debtors' sale of the Purchased Assets has been duly and validly authorized by all necessary corporate action. The Debtors have all of the corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement. The Debtors have taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtors to consummate such transactions.

M. **Title to Purchased Assets.** The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and lawful owner of the Purchased Assets. Subject to Bankruptcy Code sections 363(f) and 365(a), the transfer of each of the Purchased Assets to Purchaser, in accordance with the Purchase Agreement will be, as of the Closing Date (as defined in the Purchase Agreement), a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest Purchaser with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company).

N. **Sale in the Best Interest of the Debtors' Estates.** The Debtors have articulated good and sufficient business reasons for the Court to authorize (i) the Debtor Sellers' entry into the Purchase Agreement and consummation of the Sale Transaction including the sale of the Purchased Assets to the Purchaser pursuant to the terms of the Purchase Agreement and this Order, (ii) the assumption and assignment of the Assigned Contracts as set forth herein and in the Purchase Agreement, and (iii) the assumption of the Assumed Liabilities (including the Assumed Secured Debt) on the terms set forth herein and in the Purchase Agreement. Entry into the Purchase Agreement and consummation of the Sale Transaction pursuant to this Order are sound exercises of business judgment, and such acts are in the best interests of the Debtors, their estates and creditors, and all parties-in-interest.

O. The Debtors have articulated good and sufficient business reasons justifying the sale of the Purchased Assets to the Purchaser. Additionally, as provided in the Declaration of John Sallstrom in support of the Motion [Docket No. 21]: (i) the Debtors conducted a robust marketing process to sell the Purchased Assets and the Purchase Agreement constitutes the highest and best offer for the Purchased Assets; (ii) the Bidding Procedures utilized were designed to yield the highest or otherwise best bids for the Purchased Assets; (iii) the Purchase Agreement and the closing of the Sale Transaction present the best opportunity to realize the highest value for the Purchased Assets; (iv) there is risk of deterioration of the value of the Purchased Assets if the Sale Transaction is not consummated promptly; and (v) the Purchase Agreement and the sale of the Purchased Assets to the Purchaser provide greater value to the Debtors' estates than would be provided by any other presently available alternative.

P. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose for the sale outside of: (i) the ordinary course of business, pursuant to

Bankruptcy Code section 363(b); and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the Sale Transaction is necessary and appropriate to maximize the value of the Debtors' estates.

Q. Good Faith of Debtors and Purchaser. There is no evidence before the Court of any collusion in connection with the sale process for the Purchased Assets. The Purchase Agreement was negotiated and is undertaken by the Debtor Sellers, the Purchaser, and Supplemental Claims Company at arm's-length and in good faith within the meaning of Bankruptcy Code section 363(m). Neither the Purchaser nor Supplemental Claims Company is an "insider" of any of the Debtors as that term is defined by Bankruptcy Code section 101(31). The Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets, complied with the Bidding Procedures and the Bidding Procedures Order, and agreed to, and did, subject its bid to the competitive Bidding Procedures approved in the Bidding Procedures Order. Purchaser and/or Supplemental Claims Company in no way induced or caused the chapter 11 filing by the Debtors. Neither Purchaser nor Supplemental Claims Company have engaged in any conduct that would cause or permit the Sale Transaction or the Purchase Agreement to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code by any action or inaction. No common identity of directors, managers, officers, or controlling stockholders exist between Purchaser or Supplemental Claims Company, on the one hand, and any of the Debtors, on the other hand. As a result of the foregoing, the Purchaser and Supplemental Claims Company are entitled to the protections of Bankruptcy Code section 363(m), including in the event this Order or any portion thereof is reversed or modified on appeal, and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases.

R. All payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale Transaction, including the assumption of the Assumed Secured Debt, and assumption of other Assumed Liabilities (other than Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) as and to the extent set forth in the Purchase Agreement, have been disclosed. All payments to be made by Supplemental Claims Company to the Supplemental Assumed Claims Fund for the benefit of holders of Supplemental Assumed Claims as and to the extent set forth in the Purchase Agreement, have been disclosed.

S. There is no evidence that the Debtors, the Purchaser or Supplemental Claims Company engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale Transaction to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, or any other applicable law including laws applicable in Canada.

T. The Purchase Agreement was not entered into, and the Sale Transaction is not consummated, for the purpose of hindering, delaying or defrauding the Debtors' creditors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or any other applicable law. Neither the Debtor Sellers, the Purchaser, nor Supplemental Claims Company have entered into the Purchase Agreement (including, in respect of Supplemental Claims Company, provisions associated with the assumption of the Supplemental Assumed Claims on a non-recourse basis for payment of the Supplemental Assumed Claims from the Supplemental Assumed Claims Fund), or is consummating the Sale Transaction, for any fraudulent or otherwise improper purpose.

U. **Consideration.** The total consideration provided by the Purchaser for the Purchased Assets represents the highest and best offer received by the Debtors for the Purchased Assets, and the Purchase Price constitutes reasonably equivalent value and fair consideration under and as such terms are defined in the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code, and any other applicable laws of the United States, any state, territory, possession, or the District of Columbia, or any applicable laws in Canada.

V. **Free and Clear.** The Debtors may sell the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) to the fullest extent permitted by section 363(f) of the Bankruptcy Code because, with respect to each creditor asserting a lien, claim, interest or encumbrance, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)–(5) has been satisfied. Those holders of Liabilities and Encumbrances that did not object to or that withdrew their objections to the sale of the Purchased Assets or the Motion are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code, and are barred from challenging the Motion, the Sale Transaction, or the sale of the Purchased Assets free and clear of Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances). Those holders of Liabilities or Encumbrances that did object fall within one or more of the other subsections of Bankruptcy Code section 363(f) or are adequately protected by having their Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), if any, attach to the proceeds of the Sale Transaction ultimately attributable to the Purchased Assets in which such holders allege a Liability or Encumbrance, in the same order of priority, with the same validity, force and effect that each such holder had prior

to the Sale Transaction, and subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

W. The Purchaser would not have entered into the Purchase Agreement and would not agree to consummate the Sale Transaction if the sale of the Purchased Assets to the Purchaser were not free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than the Supplemental Assumed Claims, which shall be assumed exclusively by Supplemental Claims Company on a non-recourse basis) to the fullest extent permitted pursuant to Bankruptcy Code section 363(f) or if the Purchaser would, or in the future could, be liable for any of such Liabilities and Encumbrances.

X. **No Successor Liability.** The Sale Transaction contemplated under the Purchased Agreement does not amount to a consolidation, merger, or de facto merger of the Purchaser and the Debtors or the Debtors' estates: there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Purchaser is not a successor or assignee of the Debtors or their estates for any purpose, including but not limited to under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental (to the extent permitted by law), escheat or unclaimed property laws, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), and Purchaser and its affiliates shall have no liability or obligation under the Workers Adjustment and Retraining Act (the "**WARN Act**"), 929 U.S.C. §§ 210 et seq. or the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), and shall not be deemed to be a

“successor employer” for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act and/or the Fair Labor Standards Act. Other than the Assumed Liabilities as and to the extent set forth in the Purchase Agreement, the Purchaser Group shall have no liability or obligations of any kind, character, or nature whatsoever with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities or relating to any of the Excluded Assets, and the Debtors hereby irrevocably release and forever discharge the Purchaser and any of the Purchaser’s successors and assigns from any and all Claims, Actions, obligations, Liabilities, demands, damages, losses, costs, and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale and assignment of the Purchased Assets, except for, and to the extent of, the Assumed Liabilities (including the Assumed Secured Debt but excluding the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company with recourse solely against the Supplemental Assumed Claims Fund) assumed in accordance with and arising expressly under the Purchase Agreement.

Y. The Purchaser would not have acquired the Purchased Assets but for the protections against potential claims based upon successor liability, de facto merger, or theories of similar effect that are set forth in this Order.

Z. **Assigned Contracts.** The Debtors have proven and demonstrated that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the

Purchaser in connection with the consummation of the Sale Transaction, and the assumption and assignment of the Assigned Contracts to the Purchaser is in the best interests of the Debtors, their estates and creditors and all parties-in-interest. The Assigned Contracts being assigned to the Purchaser are an integral part of the Purchased Assets being purchased by the Purchaser, and accordingly, such assumption and assignment of such Assigned Contracts is reasonable and enhances the value of the Debtors' estates.

AA. The Cure Costs with respect to the Assigned Contracts are deemed to be the entire cure obligation due and owing under such Assigned Contracts under Bankruptcy Code section 365(b). To the extent that any non-Debtor counterparty to an Assigned Contract failed to timely file an objection to the proposed Cure Cost filed with the Bankruptcy Court and associated with such Assigned Contract, the Cure Cost listed in the Potential Assumption and Assignment Notice with respect to such Assigned Contract shall be deemed to be the entire cure obligation due and owing under such Assigned Contract.

BB. Each respective provision of the Assigned Contracts or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Assigned Contracts (including, without limitation, any provisions purporting to prohibit possession or control of leased property by any party other than the applicable Debtor counterparty or its affiliates) has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365.

CC. Assumption and assignment of any Assigned Contract pursuant to this Order and the Purchase Agreement and full payment of any applicable Cure Cost shall result in the full release and satisfaction of any and all cures, claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting change in control or ownership interest composition or

other bankruptcy-related defaults, arising under any Assigned Contract at any time prior to the Closing Date, and shall relieve the Debtors and their estates from any liability for any breach of such Assigned Contract occurring after such assignment.

DD. The Purchaser has demonstrated adequate assurance of future performance of all Assigned Contracts to be assigned to the Purchaser, within the meaning of Bankruptcy Code section 365.

EE. Upon the assignment to the Purchaser: (i) each Assigned Contract shall be deemed valid and binding and in full force and effect in accordance with its terms, and all defaults thereunder, if any, shall be deemed cured upon payment of the relevant Cure Cost (if applicable), subject to the provisions of this Order and the Purchase Agreement; and (ii) the Purchaser shall assume all obligations under each such Assigned Contract.

FF. **Supplemental Assumed Claims.** The monetary amount contributed to the Supplemental Assumed Claims Fund by Supplemental Claims Company (\$3.5 million) is not and has never been property of the Debtors' estates. Supplemental Claims Company has a business justification for assuming the Supplemental Assumed Claims, including because Supplemental Claims Company or its affiliates benefit or may benefit from the holders of Supplemental Assumed Claims continuing to provide goods and services to the Debtors during the Bankruptcy Case and continuing to provide goods and services to the Purchaser after the Sale. The Supplemental Assumed Claims Fund benefits the Debtors' estates because it maximizes the recoveries of other creditors of the Debtors by reducing claims against the Debtors' estates.

GG. Neither the Sale nor the Purchase Agreement impermissibly restructures the rights of any of the Debtors' creditors or impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. Nothing in this Order is approving any disclosure statement, plan,

or a finding of fact or conclusion of law in connection therewith. Further, nothing in this Order is approving any distribution of the Debtors' assets that would be inconsistent with the Bankruptcy Code's priority scheme, including the timing and/or amount of money to be paid to creditors in any future plan.

HH. Injunctive Relief. The injunction set forth in this Order against creditors (including holders of Supplemental Assumed Claims, which shall have recourse, with respect to such Supplemental Assumed Claims, only against the Supplemental Assumed Claims Fund) and third parties pursuing claims against, and Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) on, the Purchased Assets is necessary to induce the Purchaser to close the Sale Transaction and to induce the Supplemental Claims Company to assume the Supplemental Assumed Claims on a non-recourse basis and on the other terms set forth in the Purchase Agreement, and the issuance of such injunctive relief is therefore necessary and appropriate to avoid irreparable injury to the Debtors' estates and will therefore benefit the Debtors' creditors.

II. Record Retention. Pursuant to the terms of and subject to the conditions in Sections 7.1(d) and 7.5 of the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records for the specified purposes set forth in, and in accordance with, the Purchase Agreement.

JJ. Valid and Binding Contract; Validity of Transfer. The Purchase Agreement is a valid and binding contract between the Debtors, Purchaser, and Supplemental Claims Company and shall be enforceable pursuant to its terms. The Purchase Agreement and the Sale Transaction itself, and the consummation thereof shall be specifically enforceable against and binding upon

(without posting any bond) the Debtors, and any chapter 11 trustee appointed in these Chapter 11 Cases, or in the event the Chapter 11 Cases are converted to a case under chapter 7 of the Bankruptcy Code, a chapter 7 trustee, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), 365(1), and 1113 of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

KK. Personally Identifiable Information. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

LL. No *Sub Rosa* Plan. The Sale Transaction, including the assumption by Supplemental Claims Company on a non-recourse basis of the Supplemental Assumed Claims and the payment of such claims from the Supplemental Assumed Claims Fund, does not constitute a *sub rosa* chapter 11 plan. The Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for any of the Debtors.

MM. Legal and Factual Bases. The legal and factual bases set forth in the Motion and on the record at the Sale Hearing establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties-in-interest.

NN. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Order, and, sufficient cause having

been shown, waives any such stay, and expressly directs entry of judgment as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Purchase Agreement. The Purchaser and Supplemental Claims Company, being good faith purchasers under section 363(m) of the Bankruptcy Code, may at their discretion close the Sale Transaction contemplated by the Purchase Agreement at any time after entry of this Order.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. **Motion is Granted.** The Motion and the relief requested therein as it pertains to the Sale Transaction is **GRANTED**, to the extent set forth herein.

2. **Objections Overruled.** Any Objection to the Motion, the Sale Transaction, or any other relief granted in this Order, including, without limitation, any objections to Cure Costs or relating to the cure of any defaults under any of the Assigned Contracts or the assumption and assignment of any of the Assigned Contracts to the Purchaser by the Debtors, to the extent not resolved, adjourned for hearing on a later date, waived or withdrawn, or previously overruled, and all reservations of rights included therein, is hereby **OVERRULED** and **DENIED** on the merits.

3. **Ratification of Bidding Procedures.** The Bidding Procedures utilized by the Debtors with respect to the Sale Transaction are hereby ratified and were appropriate under the circumstances in order to maximize the value obtained from the Sale Transaction for the benefit of the estates.

4. **Adequate Notice.** Notice of the Motion, the Sale Hearing, Purchase Agreement, the Auction, and the relief granted in this Order was fair and equitable under the circumstances

and complied in all respects with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, the Local Bankruptcy Rules, the Assumption and Assignment Procedures, the Bidding Procedures Order, and the orders of the Bankruptcy Court.

5. **Approval.** The Purchase Agreement and the Sale Transaction are hereby **APPROVED** in all respects, and the Debtors are authorized to enter into and perform under the Purchase Agreement and all other ancillary documents associated therewith and/or required thereunder. Each of the Debtors, the Purchaser, and Supplemental Claims Company are hereby authorized and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale Transaction and the Closing in accordance with the Motion, the Purchase Agreement, and this Order; (b) assume and assign the Assigned Contracts to be assigned to the Purchaser pursuant to the Purchase Agreement; (c) provide for the assumption of the Assumed Liabilities (including the Assumed Secured Debt) as and to the extent set forth in the Purchase Agreement; (d) provide for the assumption of the Supplemental Assumed Claims by Supplemental Claims Company on a non-recourse basis and the payment of such Supplemental Assumed Claims from the Supplemental Assumed Claims Fund; and (e) perform, consummate, implement and close fully the Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement. Neither Purchaser nor Supplemental Claims Company shall be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to enforce any of their remedies under the Purchase Agreement or any other Ancillary Document. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order and/or the Purchase Agreement.

6. **Transfer of Purchased Assets Free and Clear of Liens.** Pursuant to sections 105(a), 363(b), 363(f), and 1113, the Debtors are hereby authorized and directed to consummate, the sale, transfer and assignment of all of the Debtors' rights, title and interest in the Purchased Assets to the Purchaser in accordance with the Purchase Agreement, and such transfer to the Purchaser of the Debtors' rights, title, and interest in the Purchased Assets pursuant to the Purchase Agreement shall be, and hereby is deemed to be, a legal, valid, and effective transfer of the Debtors' rights, title, and interest in the Purchased Assets, and shall vest with or in the Purchaser all rights, title, and interest of the Debtors in the Purchased Assets, free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), including but not limited to successor or successor-in-interest liability and claims in respect of the Excluded Liabilities, to the fullest extent permitted by section 363(f) of the Bankruptcy Code, with any Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) attaching to the net available proceeds with the same validity, extent, and priority as immediately prior to the sale of the Purchased Assets, subject to the provisions of the Purchase Agreement and this Order, and any rights, claims, and defenses of the Debtors and other parties-in-interest. Except as otherwise expressly provided in the Purchase Agreement (including with respect to the Assumed Secured Debt), all Encumbrances and Liabilities (other than Permitted Encumbrances) shall not be enforceable as against any member of the Purchaser Group (as defined below) or the Purchased Assets.

7. Unless expressly included in the Assumed Liabilities and Permitted Encumbrances, neither the Purchaser nor Supplemental Claims Company, nor any of the Purchaser's or Supplemental Claims Company's affiliates (including any subsidiary of Purchaser or Supplemental Claims Company, nor any person or entity that could be treated as a single employer with the Purchaser or Supplemental Claims Company pursuant to Section 4001(b) the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended ("IRC") (collectively, the "**Purchaser Group**") shall be obligated or responsible for any Liabilities and/or Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) in respect of any of the following: (a) any labor or employment agreements; (b) any mortgages, deeds of trust and security interests; (c) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors; (d) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) ERISA, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection Act, (xii) the Pension Protection Act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), (xv) state discrimination laws, (xvi) state unemployment compensation laws or any other similar state laws, or (xvii) any other state or federal benefits or claims relating to any employment with the

Debtors or any of its respective predecessors; (e) any bulk sales or similar law; (f) any tax statutes or ordinances, including, without limitation, the IRC, as amended, or any state or local tax laws; (g) any escheat or unclaimed property laws; (h) to the extent not included in the foregoing, any of the Excluded Liabilities under the Purchase Agreement; and (i) any theories of successor or transferee liability.

8. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date.

9. This Order (a) is and shall be effective as a determination that other than Permitted Encumbrances and Assumed Liabilities (including the Assumed Secured Debt) as and to the extent set forth in the Purchase Agreement, all Liabilities and Encumbrances of any kind, character or nature whatsoever existing as to the Purchased Assets prior to the Closing have been unconditionally released, discharged, and terminated to the fullest extent permitted by section 363(f) of the Bankruptcy Code, and that the conveyances described herein have been effected, including, without limitation, claims in connection with any tax liability and (b) is and shall be binding upon and shall authorize all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Purchased Assets conveyed to the Purchaser. Other than Permitted Encumbrances and liens and security interests relating to the Assumed Liabilities (including the Assumed Secured Debt), all

recorded Liabilities and Encumbrances against the Purchased Assets from their records, official and otherwise, shall be deemed stricken.

10. If any person or entity which has filed statements or other documents or agreements evidencing Liabilities or Encumbrances in respect of the Purchased Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) which the person or entity has or may assert with respect to the Purchased Assets, the Debtors and the Purchaser are hereby authorized to file copies of this Order as evidence of the termination, satisfaction, and release of such Liabilities and Encumbrances. For the avoidance of doubt, the provisions of this Order authorizing the sale and assignment of the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), and free and clear of all Excluded Liabilities, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order; provided, however, that in the event the Purchaser requests that the Debtors execute and/or file such releases, termination statements, assignments, consents, or other instruments, the Debtors are authorized and directed to do so.

11. Each and every federal, state, municipal and other governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments in connection with or necessary to consummate the Sale Transaction contemplated by the Purchase Agreement.

12. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Debtors' rights, title, and interest in the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Purchaser on the Closing Date pursuant to the terms of the Purchase Agreement, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities (including the Assumed Secured Debt, as and to the extent set forth in the Purchase Agreement, but excluding the Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances), to the fullest extent permitted by Bankruptcy Code section 363(f).

13. **No Successor Liability.** Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Purchase Agreement, neither Purchaser nor any other member of the Purchaser Group shall be deemed, as a result of any action taken in connection with the purchase of the Purchased Assets or as a result of the consummation of the transactions contemplated by the Purchase Agreement, to have any successor, vicarious or other liabilities of any kind, character or nature whatsoever, including but not limited to under or in connection with any theory of antitrust, environmental (to the extent permitted by law), tax, successor or transferee liability, withdrawal liability, labor law, contract law, common law, bulk sales laws (to the extent permitted under the Bankruptcy Code) or tax law and neither Purchaser nor any other member of the Purchaser Group shall be deemed to (a) be a successor or assign (or other such similarly situated party) of the Debtors (other than with respect to the Assumed Liabilities as expressly stated in the Purchase Agreement) for any purpose including, but not limited to, any foreign, federal, state or common law or local revenue, pension, ERISA, tax, labor, employment, environmental (to the extent permitted by law), or other law, rule or regulation

(including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine and Purchaser and all other members of the Purchaser Group shall have no liability or obligation under (i) ERISA, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection act, (xii) the Pension Protection act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), or other applicable laws; (b) have, de facto or otherwise, merged with or into the Debtors; (c) be a mere continuation of the Debtors or their estates (and there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Purchaser and the Debtors, and there is no continuity of enterprise between the Purchaser and the Debtors); or (d) be holding itself out to the public as a continuation of the Debtors. Except for the Assumed Liabilities (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) as and to the extent set forth in the Purchase Agreement, the Purchaser shall have no liability, obligation or responsibility of any kind, character or nature whatsoever for any liability or other obligation of the Debtors or any other Person or Entity arising under or related to the any of Purchased Assets, the Excluded Assets, the Excluded Liabilities or

otherwise. The Motion contains sufficient notice of such limitation in accordance with Rule 6004-1 of the Local Bankruptcy Rules.

14. **Sale, Assumption and Assignment of the Assigned Contracts.** The Debtors are hereby authorized, in accordance with Bankruptcy Code sections 105(a), 363, 365, and 1113, to (a) sell, assume and assign to Purchaser, in accordance with the Purchase Agreement, effective upon the Closing Date, the Assigned Contracts free and clear of all Liabilities and Encumbrances of any kind, character or nature whatsoever (other than Permitted Encumbrances and the Assumed Liabilities (other than the Supplemental Assumed Claims) all as and to the extent set forth in the Purchase Agreement) and (b) execute and deliver to Purchaser such documents or other instruments as Purchaser may deem necessary to assign and transfer the Assigned Contracts and the Assumed Liabilities (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) to Purchaser in accordance with the Purchase Agreement.

15. With respect to the Assigned Contracts: (a) each Assigned Contract is an executory contract or unexpired lease under Bankruptcy Code sections 365 or 1113; (b) the Debtors may assume each of the Assigned Contracts in accordance with Bankruptcy Code section 365 or 1113; (c) the Debtors may assign each Assigned Contract in accordance with Bankruptcy Code sections 363, 365, and 1113, and any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the non-Debtor counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under Bankruptcy Code sections 363, 365, and/or 1113 for the assumption by the

Debtors and assignment to the Purchaser of each Assigned Contract, in accordance with the Purchase Agreement, have been satisfied; (e) the Assigned Contracts shall be transferred and assigned to, and following the Closing Date remain in full force and effect for the benefit of, the Purchaser in accordance with the Purchase Agreement, notwithstanding any provision in any such Assigned Contract (including those of the type described in Bankruptcy Code sections 365(b)(2) and (f)) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assignment to and assumption by Purchaser in accordance with the Purchase Agreement; and (f) upon the Closing Date, in accordance with Bankruptcy Code sections 363, 365, and 1113, Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assigned Contract.

16. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)) shall be cured in the ordinary course of business after the Closing by the Purchaser by payment of the Cure Costs. To the extent that any counterparty to an Assigned Contract did not object to the applicable Cure Cost or adequate future performance with respect to the Purchaser by the Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline, as applicable, such counterparty is deemed to have consented to such Cure Cost and the assumption and assignment of the applicable Assigned Contract(s) to the Purchaser in accordance with the Purchase Agreement. For the avoidance of doubt, all potential cure objections of New Jersey Transit Corporation are hereby preserved, and all parties rights with regard to same are reserved.

17. Unless otherwise represented by the Debtors in a separate pleading, in open court at the Sale Hearing, or pursuant to a contract or lease amendment entered into by the Debtors, Purchaser, and the appropriate contract or lessor counterparty (any such amendment being deemed approved by this Order), in each foregoing instance, subject to the prior consent of Purchaser, the Potential Assumption and Assignment Notice reflects the sole amounts necessary under Bankruptcy Code section 365(b) to cure all monetary defaults under the Assigned Contracts, and no other amounts are or shall be due in connection with the assumption by the Debtors and the assignment to Purchaser of the Assigned Contracts in accordance with the Purchase Agreement.

18. Upon the Debtors' assignment of the Assigned Contracts to Purchaser under the provisions of this Order and any additional orders of this Court and payment of any Cure Costs pursuant to Paragraph 15 hereof, no default shall exist under any Assigned Contract, and no counterparty to any Assigned Contract shall be permitted (a) to declare a default by Purchaser under such Assigned Contract, (b) raise or assert against the Debtors or the Purchaser, or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, or (c) otherwise take action against Purchaser as a result of Debtors' financial condition, bankruptcy or failure to perform any of their obligations under the relevant Assigned Contract. Each non-Debtor party to an Assigned Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against Purchaser, any counterclaim, defense, setoff (except setoffs asserted prior to the Petition Date), recoupment, or any other claim asserted or assertable against the Debtors; and (ii) imposing or charging against

Purchaser any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment to Purchaser of any Assigned Contract in accordance with the Purchase Agreement. The validity of such assumption and assignment of each Assigned Contract shall not be affected by any dispute between the Debtors and any non-Debtors party to an Assigned Contract relating to such contract's respective Cure Costs.

19. The failure of the Debtors or Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and Purchaser's rights to enforce every term and condition of the Assigned Contracts.

20. Notwithstanding anything herein to the contrary and subject to the Purchase Agreement, Purchaser may, at any time prior to the Closing Date, make additions and deletions to the list of Assigned Contracts by delivery of written notice to Debtors (which shall then serve notice on the non-Debtor counterparties to each of the contracts so added or deleted). Any such deleted contract shall be deemed to no longer be an Assigned Contract and any contract so added shall be deemed an Assigned Contract.

21. The Debtors' assumption of the Assigned Contracts to be assigned to the Purchaser is subject to the consummation of the Sale Transaction. To the extent that an objection by a counterparty to any such Assigned Contract, including any Cure Costs/Assignment Objection or Post-Auction Objection, is not resolved prior to the Closing Date, the Debtors, with the prior specific written consent of the Purchaser and in accordance with the Purchase Agreement, may elect to: (a) not assume and assign to the Purchaser such Assigned Contract; (b) postpone the assumption of such Assigned Contract until the resolution of such objection; or (c) reserve the disputed portion of any applicable Cure Cost and assume such Assigned Contract on the Closing Date. So long as there are no other unresolved objections to the assumption and assignment of

such applicable Assigned Contract, the Debtors can, without further delay, assume and assign such Assigned Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse would be limited to any funds agreed by Purchaser to be held in reserve, pending resolution of any disputed Cure Cost.

22. All counterparties to the Assigned Contracts to be assigned to the Purchaser shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtors or the Purchaser for any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Purchased Assets.

23. In accordance with section 365 of the Bankruptcy Code, the Debtors have shown that Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the Purchase Agreement on the Closing Date and thereafter, and the Purchaser is able to provide adequate assurance of its future performance to counterparties to the Assigned Contracts.

24. For the avoidance of doubt, the Debtors are authorized under section 1113 of the Bankruptcy Code to assume and assign all collective bargaining agreements set forth on Schedule 2.1(d) to the Purchase Agreement; provided that such collective bargaining agreements assigned to Purchaser shall include and incorporate, and shall be subject in all respects to the terms and conditions of, those certain MOUs between Purchaser and applicable Unions referenced in Schedule 2.1(d).

25. **NJT.** In connection with the assumption and assignment of any of the executory contracts or unexpired leases with the New Jersey Transit Corporation (the "**NJT Contracts and Leases**"), and, notwithstanding anything to the contrary in this order, Purchaser shall be subject to

all compliance requirements for state-funded contracts. For avoidance of doubt, any retainage amounts under NJT Contracts and Leases that are Assumed Contracts shall remain governed by the terms and conditions of such agreements and all parties' rights are reserved thereunder. All outstanding lease payments due under that certain lease for real property located at 2001 Tonnelle Ave., North Bergen, NJ 07047 (the "**Tonnelle Ave Lease**"), which total \$30,000.00, as of August 1, 2024, and increases \$7,500.00 on the 1st of each subsequent month, shall be cured in accordance with paragraph 16 of this Order. Furthermore, concerning all NJT Contracts and Leases assumed by the Debtor and assigned to the Purchaser, the obligation detailed in the respective NJT Contracts and Leases to repair damage to equipment, including but not limited to the damage existing as of the date of the Closing of the Sale contemplated by the Order, shall be the responsibility of the Purchaser.

26. For the avoidance of doubt, nothing in this Order shall affect NJT's rights with respect to those certain funds escrowed with the Superior Court of New Jersey, Law Division, Bergen County, concerning or related to the case captioned *New Jersey Transit Corporation v. Rockland Coaches, Inc., et al.*, civil action no.: BER-L-001561-23 (the "**Rockland Condemnation Litigation**"), totaling approximately \$1,279,880 ("**NJT/Rockland Environmental Mediation Escrow**"). Notwithstanding anything to the contrary in this Order, only the Debtors' legal and equitable interests, including any residual interest, in the NJT/Rockland Environmental Mediation Escrow shall be made a part of the Purchased Assets, but the NJT/Rockland Environmental Mediation Escrow shall not be made a part of the Purchased Assets.

27. **Purchaser's Standing; Debtors' Standing.** The Purchaser shall have standing to object to the allowance of claims (as such term is defined in section 101(5) of the Bankruptcy Code) asserted against the Debtors or their estates that constitute obligations assumed by the

Purchaser pursuant to the terms of the Purchase Agreement. Nothing in this Order shall: (a) divest the Debtors of their standing or duty as debtors-in-possession under the Bankruptcy Code from reconciling claims asserted against the Debtors or their estates and objecting to any such claims that should be reduced, reclassified or otherwise disallowed; or (b) obligate the Purchaser to object to any claims.

28. ***Ipsa Facto Clauses Ineffective.*** Other than with respect to Supplemental Assumed Claims, with respect to the Assigned Contracts, in connection with the Sale Transaction: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 or 1113 of the Bankruptcy Code; (b) the Debtors may assign each Assigned Contract in accordance with sections 363, 365 and/or 1113 of the Bankruptcy Code, and any provisions in any Assigned Contract that directly or indirectly prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363, 365 and/or 1113 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied; and (d) effective upon the Closing Date, or any later applicable effective date of assumption with respect to a particular Assigned Contract, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing, or such later applicable effective date, and the Assigned Contracts shall remain in full force and effect for the benefit of the Purchaser, notwithstanding any provision in any Assigned Contract (including those of the type described in sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the

Bankruptcy Code, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contract and the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption by the Debtors and assignment to the Purchaser, except as otherwise provided in the Purchase Agreement. To the extent any provision in any Assigned Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any “change of control” provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Debtors’ Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Debtors’ Chapter 11 Cases, (C) the Debtors’ assumption and assignment of such Assigned Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the Non-Debtor Counterparty to prohibit, restrict, or condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the Non-Debtor Counterparty to terminate or recapture such Assigned Contract, impose any penalty, additional payments, damages, or other financial accommodations in favor of the Non-Debtor Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale Transaction pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

29. **Prohibition of Actions Against Purchaser.** Except as expressly provided in the Purchase Agreement or by this Order, all Persons and Entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants, and other Persons or Entities, holding or asserting any Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances) of any kind or nature whatsoever arising prior to the Closing Date against or in the Debtors or the Debtors' interests in the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated, or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether imposed by agreement, understanding, law, equity, or otherwise), including, without limitation, the non-Debtor party or parties to each Assigned Contract to be assigned to the Purchaser holding claims arising prior to the Closing Date, shall be and hereby are forever barred, estopped and permanently enjoined to the fullest extent permitted by section 363(f) of the Bankruptcy Code from asserting, prosecuting or otherwise pursuing such pre-Closing Date Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances) against the Purchaser or its affiliates, successors, assigns, equity holders, directors, officers, employees or professionals, the Purchased Assets, or the interests of the Debtors in such Purchased Assets (other than Permitted Encumbrances and Assumed Liabilities including the Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse

basis by Supplemental Claims Company, as and to the extent set forth in the Purchase Agreement). Following the Closing, and to the fullest extent permitted by section 363(f) of the Bankruptcy Code, no holder of a pre-Closing Date Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances) against the Debtors or any of the Purchased Assets shall interfere with the Purchaser's title to or use and enjoyment of the Debtors' interest in the Purchased Assets based on or related to such Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances), and, except as otherwise provided in the Purchase Agreement or this Order, all such Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances), if any, shall be, and hereby are transferred and will attach to the net available proceeds from the sale of the Purchased Assets in the order of their priority, with the same validity, force, and effect which they have against such Purchased Assets as of the Closing, subject to any rights, claims, and defenses that the Debtors' estates and the Debtors, as applicable, may possess with respect thereto. All Persons and Entities are hereby permanently enjoined from taking any action, or engaging in any inaction, that would impede, delay, interfere with or otherwise adversely affect the ability of the Debtors to transfer the Purchased Assets (or any portion thereof) to the Purchaser in accordance with the terms of this Order or the ability of the Purchaser to use or enjoy the Purchased Assets (or any portion thereof) after the Closing.

30. Subject to the Closing, none of Supplemental Claims Company, the Purchaser or their respective affiliates, successors, assigns, equity holders, officers, directors, employees, agents, or professionals shall have or incur any obligation or liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors, or assigns, arising out of or relating to the negotiation, investigation, preparation, execution, delivery or performance of the Purchase Agreement and the entry into and consummation of the sale of the Purchased Assets, except as expressly provided in the Purchase Agreement and this Order.

31. **Good Faith.** The Purchase Agreement has been entered into by the Purchaser and Supplemental Claims Company in good faith and the Purchaser and Supplemental Claims Company are good faith purchasers of the Purchased Assets as that term is used in Bankruptcy Code section 363(m). The Purchaser and Supplemental Claims Company are entitled to all of the protections afforded by Bankruptcy Code section 363(m).

32. There is no evidence that the Debtors, the Purchaser or Supplemental Claims Company have engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale Transaction to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, or any other applicable law.

33. **Supplemental Assumed Claims.** Pursuant to Section 2.8 of the Purchase Agreement, as a condition to Closing, the parties shall establish the Supplemental Assumed Claims Fund via an escrow agreement reasonably acceptable to Supplemental Claims Company, the Debtors, the Committee, the DIP Agent, and the Lenders (the “Supplemental Assumed Claims Escrow Agreement”). All Supplemental Assumed Claims assumed by Supplemental Claims Company pursuant to the Purchase Agreement shall have recourse solely and exclusively against

the Supplemental Assumed Claims Fund. The Supplemental Assumed Claims Fund shall be funded by an amount equal to \$3,500,000, which shall be contributed as capital to Supplemental Claims Company by the Lenders or by Affiliates of the Lenders in consideration for receipt by the Lenders or such Affiliates of non-voting ownership interests in Supplemental Claims Company, and which funds shall be subsequently deposited by Supplemental Claims Company into the Supplemental Assumed Claims Fund. Notwithstanding anything else in this Order to the contrary, the Supplemental Assumed Claims Fund shall be the sole source of recovery as against Supplemental Claims Company, the Purchaser, and the Lenders (including their respective Affiliates, officers, directors, employees, agents, representatives, and professionals) for holders of Supplemental Assumed Claims in respect of such claims, and holders of Supplemental Assumed Claims are forever barred, estopped and permanently enjoined to the fullest extent permitted by section 363(f) of the Bankruptcy Code from asserting, prosecuting or otherwise pursuing such Supplemental Assumed Claims against the Lenders (as defined in the Purchase Agreement), the Purchaser, any of the Lenders' or Purchaser's respective affiliates, successors, assigns, equity holders, directors, officers, employees or professionals, the Purchased Assets, or the interests of the Debtors in such Purchased Assets. All holders of Supplemental Assumed Claims shall be required to execute and deliver a Supplemental Assumed Claims Release, a form of which is attached as Exhibit F to the Purchase Agreement, in order to receive payment from the Supplemental Assumed Claims Fund on account of such Supplemental Assumed Claims. Holders of Supplemental Assumed Claims shall have no recourse as against the Debtors for that portion of their claim that constitutes a Supplemental Assumed Claim and for which they are entitled to receive a recovery from the Supplemental Assumed Claims Fund. The Supplemental Assumed Claims Escrow Agreement shall provide that the Supplemental Assumed Claims Fund shall be

administered by a claims ombudsman to be appointed by the Committee and shall provide for the ombudsman to be compensated from the amount contributed as capital by the Lenders or by Affiliates of the Lenders to Supplemental Claims Company and subsequently deposited by Supplemental Claims Company into the Supplemental Assumed Claims Fund. The Committee shall designate Supplemental Assumed Claims based on the Schedules filed by the Debtors, subject to adjustment, in the Committee's discretion, to account for Supplemental Assumed Claims filed prior to the bar date established in these cases. A schedule of Supplemental Assumed Claims shall be attached to the Supplemental Assumed Claims Escrow Agreement. Neither Supplemental Claims Company nor any Purchaser shall have any obligation, duty, discretion, right, or ability to determine, approve, or otherwise influence or impact the payment of any Supplemental Assumed Claim.

34. **No Bulk Sales Law.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction. No obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment is due to any person in connection with the Purchase Agreement or the transactions contemplated hereby or thereby for which the Purchaser is or will become liable.

35. **No Fraudulent Transfer.** The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the sale of the Purchased Assets may not be avoided, or costs or damages imposed or awarded under Bankruptcy Code section 363(n) or any other provision of the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, or any other similar federal or state laws.

36. **Licenses; Permits.** To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors with respect to the Purchased Assets and the Assigned Contracts, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date.

37. Without limiting the provisions of paragraph 34 above, but subject to Bankruptcy Code section 525(a), no governmental unit may revoke or suspend any right, license, trademark or other permission relating to the use of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the sale of the Purchased Assets.

38. **Matters Related to Texas Taxing Authorities.** For the avoidance of doubt, and notwithstanding anything to the contrary in this Order or in any asset purchase agreement, to the extent any of the Debtors' property in Texas that is subject to any ad valorem prepetition tax claim(s) held by any of the Texas Taxing Authorities⁴ is sold, the secured ad valorem taxes owed by the Debtors for tax years 2023 and prior, if any, shall be paid upon closing to the extent that at such time such claims have been allowed and are first priority claims or, if not, then the Debtors will maintain a cash reserve in the amount of such asserted ad valorem prepetition tax claim(s) until the allowance and priority of such claims have been determined by the Court. Further, the ad valorem taxes for tax year 2024 pertaining to the Purchased Assets shall be assumed by the Purchaser and the Purchaser shall be responsible for paying the ad valorem taxes in full, in the

⁴ For purposes of this Order, the term "Texas Taxing Authorities" shall refer to Bexar County, City of Eagle Pass, Eagle Pass Independent School District, Galveston County, Harris County, Maverick County, Maverick County Hospital District, and Rolling Creek Utility District.

ordinary course of business, when due. If the 2024 taxes are not timely paid, the Texas Taxing Authorities may proceed with non-bankruptcy collections against the Purchased Assets and/or the Purchaser without leave or approval of the Court. In the event of any proration of the 2024 taxes attributable to periods of ownership between the Debtors and the Purchaser, any dispute regarding such proration of the ad valorem taxes shall have no effect on Purchaser's responsibility to pay the 2024 ad valorem taxes. The Texas Taxing Authorities shall retain their respective 2024 tax liens against the Purchased Assets, as applicable, until paid in full, including any applicable penalties or interest.

39. **Record Retention.** Pursuant to the terms of and subject to the conditions contained in the Purchase Agreement, following the Closing, (i) the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records subject to the terms of, and for the specified purposes set forth in, and in accordance with, Sections 7.1(d) and 7.5 of the Purchase Agreement and (ii) the escrow agent administering the Supplemental Assumed Claims Fund shall have reasonable access to the Debtors' books and records to the extent the same relate to the Supplemental Assumed Claims.

40. **Conflicts.** To the extent this Order is inconsistent with any prior order or pleading filed in these Chapter 11 Cases, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Purchase Agreement, the terms of this Order shall govern.

41. **Subsequent Plan Provisions.** Nothing contained in any chapter 11 plan confirmed in the Debtors' Chapter 11 Cases, or any order confirming any such plan or in any other order in these Chapter 11 Cases (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of

this Order shall alter, conflict with, or derogate from, the provisions of the Purchase Agreement or this Order.

42. **Binding Nature of Order.** This Order and the Purchase Agreement shall be binding in all respects upon all creditors and interest holders of the Debtors, all non-debtor parties to the Assigned Contracts, any statutory committee appointed in these Chapter 11 Cases, all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, “responsible persons,” or other fiduciaries appointed in the Chapter 11 Cases or upon a conversion of the Debtors’ cases to cases under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee; and the Purchase Agreement shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Purchaser and/or Supplemental Claims Company hereunder shall remain effective and, notwithstanding such dismissal or conversion, shall remain binding on parties-in-interest.

43. **Failure to Specify Provisions.** The failure specifically to include or make reference to any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement is authorized and approved in its entirety subject to paragraph 29 of this Order.

44. **Standing.** The Purchase Agreement shall be in full force and effect, regardless of any Debtor’s lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

45. **Retention of Jurisdiction.** The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order, including, without limitation, the

authority to: (a) interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided in this Order), the terms of the Purchase Agreement, all amendments thereto and any waivers and consents thereunder; (b) protect the Purchaser, or the Purchased Assets, from and against any of the Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt but excluding Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances); (c) compel delivery of all Purchased Assets to the Purchaser; and (d) resolve any disputes arising under or related to the Purchase Agreement or the sale of the Purchased Assets.

46. **Non-Material Modifications.** The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court; *provided, however*, that any such modification, amendment, or supplement is neither material nor materially changes the economic substance of the transactions contemplated hereby.

47. **Conditions Precedent.** Neither the Purchaser, Supplemental Claims Company, nor the Debtors shall have an obligation to close the Sale Transaction until all conditions precedent in the Purchase Agreement to each of their respective obligations to close the Sale Transaction have been met, satisfied, or waived in accordance with the terms of the Purchase Agreement.

48. **Further Assurances.** From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the

Purchase Agreement including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in Purchaser its right, title and interest in and to the Purchased Assets.

49. **Personally Identifiable Information.** After giving due consideration to the facts, circumstances, and conditions of the Purchase Agreement, the Sale Transaction is consistent with the Debtors' privacy policies concerning personally identifiable information and no showing was made that the sale of any personally identifiable information contemplated in the Purchase Agreement, subject to the terms of this Order, would violate applicable non-bankruptcy law.

50. **Reservation of Rights.** Nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting or otherwise impair or diminish any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

51. **No Stay of Order.** Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rule 6004(h) and 6004(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry; (b) the Debtors are not subject to any stay of this Order or in the implementation, enforcement, or realization of the relief granted in this Order; and (c) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a) and shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

Dated: August 14th, 2024
Wilmington, Delaware

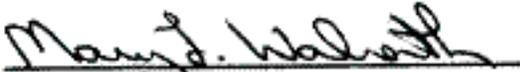

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Asset Purchase Agreement

FIRST AMENDED ASSET PURCHASE AGREEMENT

by and among

the Sellers set forth on Schedule A,

BUS COMPANY HOLDINGS US, LLC,

NEWCAN COACH COMPANY ULC, and

SUPPLEMENTAL ASSUMED CLAIMS COMPANY, LLC

Dated as of August [8], 2024

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FIRST AMENDED ASSET PURCHASE AGREEMENT

This **FIRST AMENDED ASSET PURCHASE AGREEMENT** (this “Agreement”) is made as of August [8], 2024 (the “Agreement Date”), by and among the entities set forth on Schedule A hereto (collectively, the “Sellers” and individually each a “Seller”), Bus Company Holdings US, LLC, a Delaware limited liability company (“Newco USA”), Newcan Coach Company ULC (f/k/a 1485832 B.C. Unlimited Liability Company), an unlimited liability company incorporated under the laws of the Province of British Columbia (“Newco Canada” and, together with Newco USA, the “Purchaser”), and Supplemental Assumed Claims Company, LLC, a Delaware limited liability company (“Supplemental Claims Company”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

WHEREAS, Sellers and Purchaser previously entered into that certain Asset Purchase Agreement dated June 11, 2024 (the “Original Agreement”);

WHEREAS, Section 11.5 of the Original Agreement provides that the Original Agreement may be amended by a written instrument signed by an authorized representative of each of the Parties;

WHEREAS, Sellers, Purchaser, and Supplemental Claims Company desire to amend and restate the Original Agreement as set forth below;

WHEREAS, Sellers’ business is providing motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, throughout the United States and certain jurisdictions in Canada (as conducted by the Sellers, the “Business”);

WHEREAS, on or about June 11, 2024 (the “Petition Date”), Sellers, together with certain of their Affiliates and subsidiaries, commenced voluntary cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), which cases are jointly administered at Case No. 24-11258 (MFW) (the “Bankruptcy Case”);

WHEREAS, following the initiation of the Bankruptcy Case, Canadian Sellers, together with certain of their Affiliates and subsidiaries, commenced the Canadian Recognition Case under the CCAA in the Canadian Court (as such terms are defined herein) in order to, among other things, seek creditor protection for, and certain relief in respect of, the Canadian Sellers and certain of their Affiliates and subsidiaries;

WHEREAS, Purchaser has agreed to act as a “stalking horse bidder” and, if selected or deemed the “Successful Bidder” (as defined in the Bidding Procedures Order) in accordance with the Bidding Procedures, to purchase from Sellers, and Sellers desire to sell to Purchaser, all of the Purchased Assets, and to assume the Assumed Liabilities (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), upon the terms and conditions hereinafter set forth;

WHEREAS, this Agreement and the Sale Order have been amended from their initial forms dated June 11, 2024 to, among other things, resolve certain objections received by the Debtors from the Committee (as defined herein) to the entry of the Bidding Procedures Order;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement pursuant to section 105, 363, 365 and 1113(a) of the Bankruptcy Code and applicable Bankruptcy Rules; and

WHEREAS, the execution and delivery of this Agreement and Sellers' ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order and the Canadian Sale Recognition Order (each as defined herein).

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 **DEFINITIONS**

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

(a) "Accounts Receivable" means, with respect to the Business, all accounts receivable and other rights to payment generated by such Business and the full benefit of all security for such accounts receivable or rights to payment, including all accounts receivable in respect of goods shipped or products sold or services rendered to customers of such Business, any other miscellaneous accounts receivable of such Business, and any claim, remedy or other right of such Business related to any of the foregoing.

(b) "Action" means any demand, action, arbitration, audit, claim, cause of action, hearing, investigation, proceeding, litigation, citation, summons, subpoena, or suit (whether civil, criminal, administrative or investigative), whether at law or in equity.

(c) "Administrative Agent" means Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent for the lenders under the Credit Agreement.

(d) "Affiliate" means, as to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(e) "Agreement" has the meaning specified in the preamble.

- (f) “Agreement Date” has the meaning specified in the preamble.
- (g) “Allocation” has the meaning specified in Section 3.4.
- (h) “Alternative Transaction” means any sale, transfer or other disposition, directly or indirectly, of any of the assets comprising the Purchased Assets, or utilized in the Business, whether proposed to be effected pursuant to the Auction (as defined in the Bidding Procedures Order) or a merger, consolidation, share exchange or sale, amalgamation, foreclosure, compromise, asset sale, issuance, financing, restructuring, recapitalization, liquidation, transfer or redemption of any assets or securities of Sellers or any successor thereto or any similar transaction, in one transaction or a series of transactions with one or more Persons, other than the sale of the Purchased Assets to the Purchaser in accordance with the terms hereof.
- (i) “Ancillary Documents” means the Bill of Sale, the Assumption and Assignment Agreement, the Assignment of Trademarks, the Assignment of Domain Names, the Assumption and Assignment of Leases, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the Parties hereto in connection with the consummation of the transactions contemplated by this Agreement.
- (j) “Assigned Contracts” shall have the meaning given to it in Section 2.5(a).
- (k) “Assignment of Copyrights” has the meaning specified in Section 3.7(b).
- (l) “Assignment of Domain Names” has the meaning specified in Section 3.7(b).
- (m) “Assignment of Trademarks” has the meaning specified in Section 3.7(b).
- (n) “Assumed Contracts” has the meaning specified in Section 2.1(b).
- (o) “Assumed Debt Credit Documents” means the Credit Agreement and related documents entered into by the Purchaser in connection with the assumption by the Purchaser of the Assumed Secured Debt on terms acceptable to the Administrative Agent, in each case, consistent with the terms set forth in the Debt Commitment Letter.
- (p) “Assumed Equipment Leases” has the meaning specified in Section 2.1(k).
- (q) “Assumed Liabilities” has the meaning specified in Section 2.3.
- (r) “Assumed Real Property Leases” has the meaning specified in Section 2.1(c).

(s) “Assumed Secured Debt” means an amount of Secured Debt equal to \$130,000,000, assumed by Purchaser in satisfaction of the Purchase Price pursuant to the Assumed Debt Credit Documents.

(t) “Assumed Seller Plans” has the meaning specified in Section 2.1(r)

(u) “Assumed Vehicle Leases” has the meaning specified in Section 2.1(s).

(v) “Assumption and Assignment Agreement” means the Assumption and Assignment Agreement in substantially the form of Exhibit A.

(w) “Assumption and Assignment of Leases” has the meaning specified in Section 3.7(g).

(x) “Assumption Notice” has the meaning specified in the Bidding Procedures Order.

(y) “Auction” has the meaning set forth in the Bidding Procedures.

(z) “Audited Financial Statements” has the meaning set forth in Section 4.4.

(aa) “Avoidance Actions” means any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code.

(bb) “Bankruptcy Case” has the meaning specified in the recitals.

(cc) “Bankruptcy Code” means title 11 of the United States Code, sections 101-1532.

(dd) “Bankruptcy Court” has the meaning specified in the recitals.

(ee) “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Bankruptcy Case, and the general, local and chambers rules of the Bankruptcy Court.

(ff) “Bidding Procedures” has the meaning set forth in the Bidding Procedures Motion.

(gg) “Bidding Procedures Motion” means one or more motions and notices filed in the Bankruptcy Case by Sellers, in each case in form and substance agreed to by Purchaser and as set forth in Exhibit B, and served on creditors and parties in interest in accordance with the Bankruptcy Rules, which motion(s) seeks, among other things, (i) authority from the Bankruptcy Court for Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, (ii) approval of the Bidding Procedures, (iii) approving certain stalking horse protections identified therein, (iv) scheduling an auction and a Sale Hearing, (v) authorizing the

assumption and assignment of executory contracts and unexpired leases, and (vi) approving the form and manner of notice thereof.

(hh) “Bidding Procedures Order” means, collectively, (i) the order of the Bankruptcy Court entered on July 9, 2024 in the Bankruptcy Case at Docket No. 241 and (ii) the order of the Bankruptcy Court entered on July 19, 2024 in the Bankruptcy Case at Docket No. 306.

(ii) “Bills of Sale” means one or more Bills of Sale in substantially the form attached hereto as Exhibit D.

(jj) “Break-Up Fee” means an amount in cash equal to \$3,450,000.

(kk) “Business” has the meaning specified in the recitals.

(ll) “Business Day” means any day of the year on which banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

(mm) “Business Financial Statements” has the meaning set forth in Section 4.4.

(nn) “Business Systems” means all information technology and computer systems and networks (including computer software, websites, servers, systems, interfaces, networks, platforms, peripherals, devices, information technology and telecommunication hardware and other equipment) that relate to the transmission, storage, maintenance, organization, presentation, protection, generation, processing or analysis of data and information, including Company Data (whether or not in electronic format), and that are owned, leased or otherwise used by or for the benefit of any of the Sellers in connection with the Business.

(oo) “Canadian Court” means the Ontario Superior Court of Justice (Commercial List).

(pp) “Canadian Defined Benefit Plan” has the meaning specified in Section 4.14(l).

(qq) “Canadian Recognition Case” means the recognition proceedings before the Canadian Court commenced by Coach USA, Inc., in its capacity as foreign representative of the Bankruptcy Cases, pursuant to Part IV of the CCAA.

(rr) “Canadian Sale Recognition Order” means an Order of the Canadian Court recognizing and giving full force and effect in Canada to the Sale Order, which Order shall be in form and substance acceptable to the Purchaser and Sellers.

(ss) “Canadian Sellers” means 3329003 Canada, Inc., Megabus Canada Inc., 3376249 Canada, Inc., 4216849 Canada, Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., and Douglas Braund Investments Limited.

(tt) “Canadian Tax Act” means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1 (Canada), as amended, and the regulations promulgated thereunder.

(uu) “Cash and Cash Equivalents” means all Sellers’ cash (including petty cash and checks received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper and government securities and other cash equivalents.

(vv) “CASL” means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada) (S.C. 2010, c. 23).

(ww) “CCAA” means the *Companies’ Creditors Arrangement Act* (Canada).

(xx) “Claim” has the meaning given that term in section 101(5) of the Bankruptcy Code.

(yy) “Closing” has the meaning specified in Section 3.5.

(zz) “Closing Date” has the meaning specified in Section 3.5.

(aaa) “COBRA” means the United States Consolidated Omnibus Budget Reconciliation Act of 1985.

(bbb) “Code” means the United States Internal Revenue Code of 1986, as amended.

(ccc) “Collective Bargaining Agreements” has the meaning specified in Section 4.13.

(ddd) “Committee” means the official committee of unsecured creditors appointed in the Bankruptcy Case on June 25, 2024, notice of which was filed at Docket No. 139.

(eee) “Company Data” means, individually or collectively, Personal Information in the possession of, or entrusted to a third party by, any Seller, confidential information of any Seller and/or User Data in the possession of, or entrusted to a third party by, any Seller, in each case that is collected, used, disclosed, transferred, stored, protected, maintained, transmitted, or accessed in connection with the Business.

(fff) “Company Privacy Policy” means each external or internal privacy policy of any Seller and each past privacy policy of any Seller (but only with respect to obligations and terms in such past privacy policies that are currently binding on such Seller), in each case that relates to the Business, and including any policy relating to: (a) the privacy of users of any

Company Website; (b) the collection, storage, disclosure and transfer of any User Data or Personal Information or (c) the treatment of any employee information.

(ggg) “Company Website” means any public or private website owned or maintained or operated at any time by or on behalf of any of the Sellers in connection with the Business.

(hhh) “Competition Act” means the *Competition Act* (Canada), RSC 1985, c. C-34, as amended, and any regulations promulgated thereunder.

(iii) “Contract” means any agreement, contract, obligation, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, other than a Lease, to which a Seller is party.

(jjj) “Copyrights” means all United States, Canadian and foreign copyrights, whether subject to a registration or not, including all United States and Canadian copyright registrations and applications for registration and foreign equivalents, all moral rights, all common-law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention. Without limiting the foregoing, “Copyrights” include copyrights in Software.

(kkk) “Credit Agreement” means the Credit Agreement, dated as of April 16, 2019, among Project Kenwood Acquisition, LLC as the borrower, certain other borrowers party thereto, the lenders from time to time party thereto and the Administrative Agent (as amended, modified or supplemented from time to time in accordance therewith).

(lll) “Cure Costs” has the meaning specified in Section 2.5(a). For the avoidance of doubt, all Cure Costs shall be paid by Purchaser in the Ordinary Course of Business post-Closing.

(mmm) “Data Breach” means (a) any loss of, damage to, or unauthorized access to, acquisition of, use of or disclosure of, any Company Data, (b) any damage to, or unauthorized access to or use of, any Business Systems, or (c) a business email compromise incident or similar incident involving a transfer of Seller funds to an unauthorized party.

(nnn) “Data Protection Policies” means all Seller policies and procedures regarding data security, privacy, data transfer and the use of Company Data, or the security, protection, integrity or use of any Business Systems. Data Protection Policies includes all Company Privacy Policies.

(ooo) “Debt Commitment Letter” has the meaning specified in Section 5.6(a)(i).

(ppp) “Debt Financing” has the meaning specified in Section 5.6(a)(i).

(qqq) “DIP Agent” means Wells Fargo, National Association, in its capacity as administrative agent and collateral agent for the DIP Lenders.

(rrr) “DIP Credit Agreement” means that certain Debtor-in-Possession Credit Agreement, dated as of June 11, 2024, among the debtors in the Bankruptcy Cases, the lenders from time-to-time party thereto, and the DIP Agent (as may be amended, modified or supplemented from time to time in accordance therewith).

(sss) “DIP Lenders” mean the lenders from time-to-time party to the DIP Credit Agreement.

(ttt) “Documents” means all books, records, files, invoices, inventory records, product specifications, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and credit records of customers (including all data and other information stored on discs, tapes or other media) to the extent used in or to the extent relating to the Purchased Assets.

(uuu) “Domain Name Registrations” means any registration of an alphanumeric designation with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet.

(vvv) “Encumbrance” means with respect to the Business and Purchased Assets any interest, charge, lien, Claim, mortgage, lease, sublease, license or use and occupancy rights or agreement, hypothecation, deed of trust, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, survey exception, reciprocal easement, or other similar restriction or encumbrance of any kind.

(www) “Environmental Laws” means any Legal Requirement or agreement with any Governmental Authority (i) relating to pollution (or the cleanup thereof or the filing of information with respect thereto), human health or the protection of air, surface water, ground water, drinking water supply, land (including land surface or subsurface), plant and animal life or any other natural resource, or (ii) concerning exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production or disposal of Regulated Substances, in each case as amended and as now or hereafter in effect. The term “Environmental Laws” includes any common law or equitable doctrine (including injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to or threatened as a result of the presence of, exposure to, or ingestion of, any Regulated Substance.

(xxx) “Equipment” means all furniture, fixtures, equipment, computers, machinery, apparatus, appliances, Inventory, signage, supplies, forklifts and all other tangible personal property of every kind and description (other than the Purchased Vehicles).

(yyy) [Reserved]

(zzz) [Reserved]

(aaaa) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(bbbb) “ERISA Affiliate” means any Person that would be considered a single employer with a Seller under Sections 414(b), (c), (m) or (o) of the Code.

(cccc) “Escrow Account” has the meaning specified in Section 3.3.

(dddd) “Escrow Holder” has the meaning specified in Section 3.3.

(eeee) “ETA” means the *Excise Tax Act*, R.S.C., 1985, c. E-15 (Canada), as amended, and the regulations promulgated thereunder.

(ffff) “Excluded Assets” has the meaning specified in Section 2.2.

(gggg) “Excluded Contracts” has the meaning specified in Section 2.2(d).

(hhhh) “Excluded Leases” has the meaning specified in Section 2.2(e).

(iiii) “Excluded Liabilities” has the meaning specified in Section 2.4.

(jjjj) “Final Order” means an action taken or Order issued by an applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by Legal Requirement, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before any Governmental Authority and the time for filing any such petition or protest is passed; (iii) any Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed,

(kkkk) [Reserved]

(llll) “FMCSA” has the meaning specified in Section 6.3(b).

(mmmm) “Fraud” means actual, intentional, willful or knowing fraud under Delaware law (and not solely a constructive fraud, equitable fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) by or on behalf of a party to this Agreement in the making of a representation or warranty set forth in this Agreement or in any certificate delivered pursuant to Section 8.2 of this Agreement at the Closing.

(nnnn) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(oooo) “Going Concern Purchaser” has the meaning specified in Section 7.5(b).

(pppp) “Good Faith Deposit” has the meaning specified in Section 3.3.

(qqqq) “Governmental Authority” means any federal, state, provincial, municipal, local or foreign governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof or any federal, state, provincial, municipal, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission.

(rrrr) “Governmental Consents” has the meaning specified in Section 4.6.

(ssss) “GST/HST” means any goods and services tax and harmonized sales tax payable under Part IX of the ETA.

(tttt) “Hired Employees” means (i) those employees who accept the Purchaser’s offer of employment and commence working for the Purchaser on the Closing Date, and (ii) Quebec Employees who are employed with the Sellers immediately prior to the Closing Date and who do not refuse the transfer of their employment by operation of law to the Purchaser as of the Closing Date.

(uuuu) “Improvements” means the buildings, plants, structures, fixtures, systems, facilities, infrastructure and other improvements affixed or appurtenant to real property.

(vvvv) “Indebtedness” of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for borrowed money and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) all obligations with respect to any factoring programs of a Seller; and (vii) all obligations of the type referred to in clauses (i) through (vi) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations.

(www) “Insurance Policies” has the meaning specified in Section 4.16.

(xxxx) “Intellectual Property” means all intellectual property rights of any kind owned and/or licensed by any Seller and used in connection with the Business, including without limitation all U.S., Canadian and foreign Software, Copyrights, Patents, Trademarks, Trade

Secrets, Domain Name Registrations, all rights to privacy and personal information, and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing, and all applications and registrations for any of the foregoing.

(yyyy) “Inventory” means inventory, finished goods, raw materials, packaging, supplies, parts, and stocks of diesel fuel and other gasoline products.

(zzzz) “Investment Canada Act” means the Investment Canada Act, RSC 1985, c 28 (1st Supp), as amended, and includes the regulations thereunder.

(aaaaa) “IRS” means the United States Internal Revenue Service.

(bbbbb) “Knowledge of Sellers” or “Sellers’ Knowledge” (or words of similar import) mean the actual knowledge of any of Ross Kinnear, Derrick Waters, Jazmine Estacio, and Linda Burtwistle after a reasonable review of the relevant records and reasonable inquiry of their direct reports related to the applicable subject matter.

(ccccc) “Leased Real Property” means the leased real property listed or described on Schedule 4.7(b), including any Improvements to such Leased Real Property.

(ddddd) “Leases” means leases, license agreements and permit agreements with respect to the Leased Real Property.

(eeee) “Legal Requirement” means any Order, constitution, law, principle of common law, regulation, statute or treaty of any Governmental Authority.

(ffff) “Lenders” means the lenders from time-to-time party to the Credit Agreement.

(ggggg) “Liability” means any debt, loss, Claim, damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise), and including all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

(hhhhh) “Liquidating Purchaser” has the meaning set forth in Section 7.5(a).

(iiii) “Material Adverse Effect” means any fact, event, development, circumstance, occurrence or effect (collectively, “Effect”) that individually or in combination with any other Effects (i) has a material adverse effect on the condition (financial or otherwise), on the business, assets, properties, liabilities, operations or results of operations of the Business or the Purchased Assets, taken as a whole; provided, however, that none of the following shall be taken

into account in determining whether there has been, is, or would reasonably be expected to be a Material Adverse Effect for purposes of this clause (i): (A) changes in general economic or political conditions, (B) changes in applicable Legal Requirements, (C) changes generally affecting the industry in which the Sellers operate, (D) acts of war, sabotage or terrorism, (E) (1) the commencement of the Bankruptcy Case or the events and conditions related or leading up thereto, (2) the effects that customarily result from the commencement of a case under chapter 11 of the Bankruptcy Code, and (3) any defaults under agreements as a result of the commencement of the Bankruptcy Case that have no effect under the terms of the Bankruptcy Code or where the exercise of remedies as a result of such defaults are stayed under the Bankruptcy Code, (F) any failure by Sellers to meet any internal or published budgets, projections or forecasts (it being understood that the underlying causes of such failure, to the extent not otherwise excluded by other clauses of this definition, may be taken into account in determining the occurrence of a Material Adverse Effect), or (G) any action taken (or omitted to be taken) by Sellers (x) that is expressly required by this Agreement or (y) at the express written request of Purchaser or Supplemental Claims Company; provided, further, however, that, with respect to clauses (A), (B), (C), and (D), such Effect shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent it has a disproportionate adverse effect on the Business or the Purchased Assets, taken as a whole, relative to other participants in the industries in which the Sellers operate; or (ii) that prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Sellers to consummate the transactions contemplated by this Agreement.

(jjjjj) “Material Contracts” has the meaning specified in Section 4.12.

(kkkkk) “Material Permits” has the meaning specified in Section 4.8(a).

(lllll) “Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA.

(mmmmm) “Newco Canada” has the meaning specified in the preamble.

(nnnnn) “Newco USA” has the meaning specified in the preamble.

(ooooo) “Non-Core Purchaser” has the meaning specified in Section 7.5(b).

(ppppp) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

(qqqqq) “Ordinary Course of Business” means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the applicable Seller in the ordinary and usual course) through the date hereof, consistent with past practice and operations.

(rrrrr) “Organizational Documents” means, with respect to any Person (other than an individual), (i) the certificate or articles of association, incorporation, organization, merger,

amalgamation, limited partnership or limited liability company, or constitution or memorandum and articles of association and any joint venture, limited liability company, operating, stockholders or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person; and (ii) all bylaws of such Person and voting agreements to which such Person is a party relating to the organization or governance of such Person.

(sssss) “Original Agreement” has the meaning specified in the recitals.

(ttttt) “Owned Real Property” means, specifically excluding any Excluded Asset, all real property owned by Sellers or their Affiliate identified in Schedule 4.7(a)(i) and Schedule 2.1(A), together with all of Sellers’ and such Affiliate’s right, title and interest in and to the following: (i) all buildings, structures, systems, hereditaments and Improvements located on such real property owned by Sellers and such Affiliate; (ii) all Improvements on such real property owned by Sellers and such Affiliate; and (iii) all easements, if any, in or upon such real property owned by Sellers and such Affiliate, licenses and all rights-of-way, beneficial easements, licenses, and other rights, privileges and appurtenances belonging or in any way pertaining to such real property owned by Sellers and such Affiliate.

(uuuuu) “Party” or “Parties” means, individually or collectively, the Purchaser, Supplemental Claims Company, and Sellers.

(vvvvv) “Patents” means United States, Canadian and foreign inventorship rights and patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, technology, inventions (whether or not patentable or reduced to practice), and improvements thereto.

(wwwww) “PBGC” means Pension Benefit Guaranty Corporation.

(xxxxx) “Permits” means all franchises, grants, authorizations, registrations, licenses, permits (including operating permits), easements, variances, exceptions, consents, certificates, approvals, clearances and orders of any Governmental Authority that are necessary for Sellers to own, lease and operate its properties and assets or to carry on the Business as it is now being conducted.

(yyyyy) “Permitted Access Parties” has the meaning specified in Section 7.5(a).

(zzzzz) “Permitted Encumbrances” means with respect to the Business and Purchased Assets (i) Encumbrances that constitute Assumed Liabilities, (ii) statutory liens for current Taxes and assessments (A) not yet due and payable, including liens for ad valorem Taxes and statutory liens not yet due and payable arising other than by reason of any default by a Seller, or (B) being contested in good faith by appropriate proceedings and, in each case of clauses (A) and (B), for which adequate reserves have been made and which statutory liens shall be released from the Purchased Assets at the Closing, (iii) landlords’, carriers’, warehousemen’s, mechanics’,

suppliers', materialmen's, repairmen's liens or other similar Encumbrances that, in each case, are not material to the Business with respect to amounts not yet overdue and that do not arise from a breach, default or violation by any Seller of any Contract or Legal Requirement, (iv) easements, covenants, conditions, restrictions and other similar matters of record affecting any Leased Real Property or Owned Real Property that do not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto, (v) any Encumbrance or Claim affecting any Leased Real Property (or the owner, lessor or lessee thereof) that does not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto; provided, that, in each case enumerated in this definition, such Encumbrance shall only be a Permitted Encumbrance if it cannot be satisfied solely through the payment of money or otherwise removed, discharged, released or transferred, as the case may be, pursuant to section 363(f) of the Bankruptcy Code or otherwise, (vi) Encumbrances under the Assumed Debt Credit Documents with respect to the Assumed Secured Debt, and (vii) any Encumbrances that will be released as of the Closing.

(aaaaaa) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

(bbbbbb) "Personal Information" means (a) "personally identifiable information," "personal information" or "protected data," as such terms, or similar terms in purpose or effect, may be defined under any Privacy and Security Laws, or (b) any other information that, whether on its own or together with any other information, can be used to identify, contact or locate any individual, or any computer or other device used by such individual

(ccccc) "Petition Date" has the meaning specified in the recitals.

(dddddd) "Post-Close Filings" has the meaning specified in Section 7.5.

(eeeeee) "Post-Closing Tax Period" means any taxable period beginning on the day after the Closing Date and the portion of any Straddle Period beginning on the day after the Closing Date.

(ffffff) "Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period through the end of the Closing Date.

(gggggg) "Prepayments/Deposits" means deposits collected by Sellers from customers of the Business with respect to services rendered by Sellers to such customers.

(hhhhhh) "Prepetition Senior Debt" means Indebtedness under the Prepetition Senior Loan Documents.

(iiiiii) "Prepetition Senior Loan Documents" means the Credit Agreement and the other Financing Documents (as defined therein).

(jjjjj) “Privacy and Security Laws” means all federal, state or international Legal Requirements relating to the collection, use, disclosure, transfer, storage, protection, maintenance, transmission, encryption, access to or privacy or security of Personal Information, including all Legal Requirements relating to (a) data or systems breach notification and (b) marketing to, communicating with or collecting payments from individuals.

(kkkkk) “Privacy and Security Requirements” means (a) all Privacy and Security Laws applicable to the Business, (b) all Contracts to which any Seller is a party or otherwise bound relating to the use, transfer, privacy or security of Company Data, Business Systems or financial transactions, (c) all applicable industry security standards (including, to the extent applicable, the Payment Card Industry Data Security Standard, as amended from time to time) relating to the security or integrity of Company Data, Business Systems or financial transactions and (d) all Company Privacy Policies and the Data Protection Policies.

(lllll) “Privacy Consents” means all explicit or implied consents provided to Seller by its customers or prospective customers, suppliers, employees or other users, respecting any agreement regarding the handling of Personal Information; or regarding the receipt of commercial electronic messages or the installation of computer programs, within the meaning of CASL.

(mmmmm) “Purchase Price” has the meaning specified in Section 3.1.

(nnnnn) “Purchased Assets” has the meaning specified in Section 2.1.

(ooooo) “Purchased D&O Claims” means any and all Claims of the Debtors which first arose prior to the Petition Date against all current officers (who may also be current directors) who are Hired Employees;

(ppppp) “Purchased Deposits” means all deposits and prepayments made by Sellers with respect to the operation of the Business under an Assumed Contract, Assumed Vehicle Lease or Assumed Real Property Lease, including security deposits for rent (including such deposits made by Sellers, as lessee, or to Sellers, as lessor, in connection with the Assumed Real Property Leases), deposits made with respect to vehicle operating leases to the extent related to the Purchased Assets (pro-rated for the actual number of vehicles included in Purchased Assets) and prepaid charges and expenses of, and advance payments made by, Sellers, with respect to the operation of the Business, other than the Utility Escrow and any deposits or prepaid charges and expenses paid in connection with or relating primarily to any Excluded Assets or any Excluded Liability. For the avoidance of doubt, Purchased Deposits includes only those deposits and payments made pursuant to an Assumed Contract, Assumed Vehicle Lease or Assumed Real Property Lease, and then, only to the extent applicable to the period of time after the Closing Date.

(qqqqq) “Purchased Vehicles” has the meaning specified in Section 2.1(s).

(rrrrr) “Purchaser” has the meaning specified in the preamble.

(sssss) “QST” means the Quebec sales tax imposed under Title I of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1, as amended, and the regulations promulgated thereunder.

(ttttt) “Qualifying Offer” has the meaning specified in Section 7.2(b).

(uuuuu) “Quebec Employees” means employees of the Sellers employed principally in respect of the Purchased Assets in the province of Quebec.

(vvvvv) “Regulated Substances” means all substances, compounds, chemicals, or other materials that are now or ever have been defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or other words of similar import, under any Environmental Law, or that are regulated pursuant to or for which liability or standards of care are imposed under any Environmental Law, including any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, and petroleum and petroleum products (including waste petroleum and petroleum products).

(wwwww) “Reimbursement Amount” means an amount equal to the reasonable and documented out-of-pocket fees and expenses of the Purchaser incurred in connection with this Agreement and all associated documentation and due diligence related hereto (including, without limitation, reasonable fees and expenses of the Purchaser’s accounting, tax, environmental, legal and other advisors), in an aggregate amount not to exceed \$1,150,000, which amount shall be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

(xxxxx) “Release” means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Regulated Substances through or in the air, soil, surface water, groundwater or property.

(yyyyy) “Replacement Plan” has the meaning specified in Section 7.2(d)(i)

(zzzzz) “Representative” means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(aaaaa) “Retained D&O Claims” means any and all Claims of the Debtors which first arose prior to the Petition Date against all current and/or former officers and/or directors of the Debtors who are not Hired Employees;

(bbbbbb) “Sale Hearing” means the hearing at which the Bankruptcy Court considers approval of the Sale Order pursuant to sections 105, 363, 365, and 1113(a) of the Bankruptcy Code.

(ccccccc) “Sale Order” means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit E (with such other changes as may be acceptable in form and substance to Purchaser and reasonably acceptable to the Administrative Agent, DIP Agent, and Committee), pursuant to, inter alia, sections 105, 363, 365, and 1113(a) of the Bankruptcy Code (i) authorizing and approving, inter alia, the sale of the Purchased Assets to the Purchaser on the terms and conditions set forth herein free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances), the assumption and assignment of the Assumed Liabilities (other than the Supplemental Assumed Claims, which will be assumed and assigned exclusively on a non-recourse basis to Supplemental Claims Company), and the assumption and assignment of the Assigned Contracts to the Purchaser, (ii) authorizing the assumption of the Supplemental Assumed Claims exclusively by Supplemental Claims Company on a non-recourse basis and payment of same from the Supplemental Assumed Claims Fund, and (iii) containing certain findings of facts, including a finding that the Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

(ddddddd) “Savings Plan” has the meaning specified in Section 7.2(d)(i)(C).

(eeeeeee) “Schedules” means the disclosure schedules attached hereto as may be amended or modified from time to time as agreed by Sellers and Purchaser that Sellers have prepared and delivered to the Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, the Assumed Liabilities and other matters with respect to the Sellers as set forth therein.

(ffffff) “Secured Debt” means collectively the Prepetition Senior Debt and Indebtedness under the DIP Credit Agreement.

(ggggggg) “Seller Employees” means the employees (active and inactive) of Sellers set forth on Schedule 1.1(ccccccc), which includes all Quebec Employees, together with any persons who are hired by a Seller after the date hereof for the operation of the Business in accordance with the terms hereof which Schedule 1.1(ccccccc) will be updated by Sellers five (5) Business Days prior to Closing and again the Business Day prior to Closing.

(hhhhhhh) “Seller Plan” means (i) all “employee benefit plans” (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, including all employee benefit plans that are “pension plans” (as defined in Section 3(2) of ERISA) and all employee benefit plans that are “welfare benefit plans” (as defined in Section 3(1) of ERISA) and any other employee benefit or compensation arrangements or payroll practices (including, but not limited to, termination pay, pay in lieu of notice, severance pay, vacation pay, company awards, salary continuation for disability, sick leave, death benefit, hospitalization, welfare benefit, group or individual health, dental, medical, life, insurance, survivor benefit, deferred compensation, profit sharing, retention, pension, retirement, retiree medical, supplemental retirement, supplemental unemployment benefit, supplemental income, bonus, commissions or other incentive compensation, stock or other equity or equity-based compensation plans, arrangements or policies) of Sellers and (ii) all employment, termination, notice, payment in lieu of notice, bonus, incentive, commission, severance, change in control or other similar contracts, agreements or arrangements, in each case to which a Seller is a party, with respect to which any Seller has any Liability, that are maintained

by a Seller or any ERISA Affiliate, or to which a Seller contributes or is obligated to contribute with respect to Seller's current or former equity holders, directors, officers, consultants and employees, in each case that covers one or more Seller Employees.

(iiiiiii) "Sellers" has the meaning specified in the preamble.

(jjjjjj) "Software" means all computer software programs (whether in source code, object code, or other form), including systems and platforms of software programs, and databases owned and/or licensed by any Seller and used in connection with the Business, including all databases, compilations, tool sets, compilers, higher level or "proprietary" languages, and related documentation, technical manuals and materials.

(kkkkkkk) "STB" has the meaning specified in Section 6.3(b).

(lllllll) "Straddle Period" means any taxable period that includes but does not end on the Closing Date.

(mmmmmmm) "Supplemental Assumed Claims" shall have the meaning given to it in that certain Final Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Applicable Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; and (IV) Granting Related Relief, entered in the Bankruptcy Case on July 19, 2024 at Docket No. 306. For the avoidance of doubt, the Committee shall designate Supplemental Assumed Claims based on the Schedules filed by the Sellers, subject to adjustment, in the Committee's discretion, to account for Supplemental Assumed Claims filed prior to the bar date established in the Bankruptcy Case. A schedule of Supplemental Assumed Claims shall be attached to the Supplemental Assumed Claims Escrow Agreement. The total amount of Supplemental Assumed Claims shall not exceed \$3,500,000 in the aggregate.

(nnnnnnn) "Supplemental Assumed Claims Escrow Agreement" has the meaning specified in Section 2.8.

(ooooooo) "Supplemental Assumed Claims Fund" shall mean the escrow account to be established to facilitate payments to holders of Supplemental Assumed Claims on account of such claims, and which shall be funded at Closing by Supplemental Claims Company from contributions from the Lenders or Affiliates of the Lenders to Supplemental Claims Company in the amount of \$3,500,000.00.

(ppppppp) "Supplemental Assumed Claims Release" means a release document, substantially in the form attached hereto as Exhibit F, that each holder of a Supplemental Assumed Claim must execute in favor of Supplemental Claims Company, Sellers, Purchaser, the Administrative Agent, the Lenders and their respective Affiliates, officers, directors, employees, representatives and advisors as a condition to receiving payment from the Supplemental Assumed Claims Fund.

(qqqqqq) “Supplemental Claims Company” has the meaning specified in the preamble.

(rrrrrr) “Tax” or “Taxes” (and with correlative meaning, “Taxable” and “Taxing”) means any federal, state, provincial, territorial, municipal, local, foreign or other income, alternative, minimum, alternative minimum, add-on minimum, franchise, capital stock, net worth, capital, profits, intangibles, inventory, windfall profits, gross receipts, value added, sales, use, goods and services, harmonized sales, GST/HST, QST, retail, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, rent, occupancy, license, occupational, employment (including Canada Pension Plan and provincial pension plan contributions, provincial health plan contributions, insurance contributions, unemployment insurance contributions, parental insurance premiums and deductions at source), social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy, contribution, deemed overpayment of taxes or obligation to repay an amount in respect of any COVID-19 related loan program or direct or indirect wage, rent or other subsidy offered by a Governmental Authority, or other governmental charge or assessment or deficiencies thereof (including all interest, penalties and fines thereon and additions thereto whether disputed or not).

(ssssss) “Tax Return” means any return, report, election, or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax including any combined, consolidated or unitary returns of any group of entities.

(tttttt) “Termination Date” has the meaning specified in Section 9.1(c).

(uuuuuu) “Third Party Intellectual Property” means all (i) intellectual property rights of any kind owned by a third party, (ii) all rights to privacy and Personal Information of any kind owned by a third party, and (iii) all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing; in each case that are used by any Seller in connection with the Business.

(vvvvvv) “Title IV Plan” has the meaning specified in Section 4.14(a).

(wwwwww) “Trade Secrets” means confidential and proprietary information and trade secrets (including ideas, research and development, know-how, formulae, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

(xxxxxx) “Trademarks” means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or

unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing.

(yyyyyyy) “Transferred Information” has the meaning specified in Section 6.2(a).

(zzzzzzz) “Transfer Taxes” has the meaning specified in Section 7.1(b).

(aaaaaaaa) “Transportation Laws” means all U.S. and non-U.S. Legal Requirements intended to prohibit, restrict or regulate actions and activities of motor passenger carriers.

(bbbbbbbb) “United States” and “U.S.” mean the United States of America.

(ccccccc) “User Data” means any data or information collected by or on behalf of any of the Sellers from users of any Company Website.

(ddddddd) “Utility Escrow” means the adequate assurance deposit made by Sellers in connection with the continued provision of post-petition utility services pursuant to an order of the Bankruptcy Court.

(eeeeeee) “Vehicles” means all motor vehicles, trucks and other rolling stock and all assignable warranties related thereto.

(fffffff) “Waived Avoidance Actions” means Avoidance Actions against (i) the holder of a trade payable assumed by the Purchaser hereunder in respect of such trade payable (ii) the counterparty to an Assumed Contract with respect to Assumed Liabilities relating to such Assumed Contract and (iii) the Lenders.

(ggggggg) “WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar applicable state or local Legal Requirements or similar Legal Requirements in other jurisdictions.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars, Exchange Rate. Any reference in this Agreement to \$ shall mean U.S. dollars. To the extent that any portion of the Purchase Price needs to be denominated in Canadian dollars in accordance with the applicable local Legal Requirements, then the U.S.

denominated amount shall be converted into Canadian dollars using the noon spot exchange rate published by the Bank of Canada on the relevant date.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. All Exhibits and Schedules are subject to the mutual agreement of the Parties at the time of execution of this Agreement by all of the Parties, except as otherwise provided in Sections 2.1(b) and 2.1(c). Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only, shall include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement into Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

SECTION 2 **PURCHASE AND SALE**

2.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, each Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase, free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances and all Assumed Liabilities other than the Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), all of such Seller’s right, title and interest in, to or under all of the following properties, contractual rights, rights, Claims and assets (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or

held for use in or relating to the Business (herein collectively called the “Purchased Assets”), including, without limitation, the following (other than Excluded Assets):

(a) all Equipment owned by Sellers, including the Equipment listed on Schedule 2.1(a);

(b) all Contracts entered into by Sellers, including the Contracts listed or described on Schedule 2.1(b) under the heading “Contracts Being Assumed” (the “Assumed Contracts”); provided, however, that (i) the Purchaser may, in its absolute discretion, add any Contracts to Schedule 2.1(b) or redesignate any Contracts from under the heading “Contracts Being Rejected” to under the heading “Contracts Being Assumed” in accordance with the Bidding Procedures Order, and (ii) at any time prior to the Closing Date, the Purchaser may redesignate any Contracts from under the heading “Contracts Being Assumed” to “Contracts Being Rejected” in accordance with the Bidding Procedures Order;

(c) all Leases, and rights thereunder, listed under the heading “Leases Being Assumed” on Schedule 2.1(c) (such Leases, the “Assumed Real Property Leases”); provided, however, that (i) the Purchaser may, in its absolute discretion, add any Leases of Leased Real Property to Schedule 2.1(c) or redesignate any Leases of Leased Real Property from under the heading “Leases Being Rejected” to under the heading “Leases Being Assumed” in accordance with the Bidding Procedures Order and (ii) at any time prior to the Closing Date, the Purchaser may redesignate any Leases from under the heading “Leases Being Assumed” to “Leases Being Rejected” in accordance with the Bidding Procedures Order;

(d) the Collective Bargaining Agreements listed on Schedule 2.1(d);

(e) to the extent transferable, the Permits set forth on Schedule 2.1(e) and pending applications therefor;

(f) the Intellectual Property set forth on Schedule 2.1(f) (including all goodwill associated therewith);

(g) all Documents of such Seller relating to any other Purchased Asset, except those (i) relating solely to any Excluded Asset or Excluded Liability; (ii) relating to employees of such Seller who are not Hired Employees; or (iii) the Organizational Documents of such Seller;

(h) all telephone and facsimile numbers and other directory listings, to the extent assignable and the right to receive and retain such Seller’s mail and other communications;

(i) the Purchased Deposits set forth on Schedule 2.1(i);

(j) insurance proceeds and insurance awards associated with the Purchased Assets and the Business receivable to the extent transferable and any other rights and claims under any insurance policies;

(k) the operating and capitalized equipment leases listed or described on Schedule 2.1(k) (the “Assumed Equipment Leases”);

(l) any rights, claims, credits, refunds, causes of action, choses in action, rights of recovery and rights of setoff of such Seller against third parties arising out of events occurring on or prior to the Closing Date, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers, contractors and any other Person relating to products sold, or services provided, to such Seller, including those claims set forth on Schedule 2.1(l);

(m) all goodwill and other intangible assets;

(n) any proprietary rights in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property or the Business, including memoranda, manuals, technical specifications and other records wherever created throughout the world, but excluding reports of accountants, investment bankers, crisis managers, turnaround consultants and financial advisors or consultants;

(o) the Waived Avoidance Actions; provided, that such Waived Avoidance Actions shall be waived by Sellers and the Purchaser prior to or as of Closing;

(p) all advertising, marketing and promotional materials, studies, reports and all other printed or written materials;

(q) all rights of such Seller under non-disclosure or confidentiality, non-disparagement, non-compete, or non-solicitation agreements with the Hired Employees or any employees of such Seller terminated within twelve (12) months prior to the Closing Date, or with any agents of such Seller or with third parties;

(r) without duplication to Section 2.1(b), the Seller Plans listed on Schedule 2.1(r) (the “Assumed Seller Plans”), the assets relating to the Assumed Seller Plans, and all rights and interests of such Seller under the Assumed Seller plans and the Assumed Contracts exclusively related thereto;

(s) the Vehicles and Contracts for leases of Vehicles listed on Schedule 2.1(s) (such vehicles, together with Vehicles listed on Schedule 2.1(A), the “Purchased Vehicles” and such Contracts for the leases of Purchased Vehicles, the “Assumed Vehicle Leases”);

(t) the rights to refunds or credits for Taxes with respect to a Straddle Period or Post-Closing Tax Period solely to the extent relating to Taxes arising out of ownership of the Purchased Assets (other than any refunds or credits that are Excluded Assets);

- (u) Accounts Receivable associated with the Business;
- (v) All Personal Information held by the Sellers and all Privacy Consents;
- (w) the Owned Real Property;
- (x) all Purchased D&O Claims;
- (y) Inventory associated with the Business and located at sites identified on Schedules 4.7(a)(i) and 4.7(b); and
- (z) the additional assets, properties, privileges, rights (including prepaid expenses) and interests of such Seller of every kind and description and wherever located, whether known or unknown, fixed or undetermined, accrued, absolute, contingent or otherwise, including those listed on Schedule 2.1(z); provided, however, none of the Parties hereto intends that the Purchaser, or any of its Affiliates, shall be deemed to be a successor to Sellers with respect to the Purchased Assets;

In the event that any employees or Affiliates of any Seller owns (or is listed as the owner of record) or is in possession of any of the Purchased Assets, Sellers shall cause such employee or Affiliate to convey such interest to the Purchaser at the Closing. In furtherance and not in limitation of the foregoing, Sellers shall cause their Affiliates to transfer, assign, convey and deliver to Purchaser at the Closing all of such Affiliates' right, title and interest in, to or under the assets set forth on Schedule 2.1(A), which shall upon such transfer, assignment, conveyance and delivery become Purchased Assets for all purposes hereunder. For the avoidance of doubt, neither the Sellers nor any of their respective Affiliates are selling, assigning, transferring, or conveying to the Purchaser any right, title or interest in any of the Excluded Assets pursuant to this Agreement or otherwise, and the Purchased Assets shall not include any of the Excluded Assets.

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Purchaser or Supplemental Claims Company, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of this Agreement, the term "Excluded Assets" shall mean:

- (a) other than Purchased Deposits, all Cash and Cash Equivalents;
- (b) all shares of capital stock or other equity interest of any Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller;
- (c) all minute books, stock ledgers, corporate deals, stock certificates, and Organizational Documents of Sellers;
- (d) subject to the provisions of Section 2.1(b), any Contracts listed under the heading "Contracts Being Rejected" on Schedule 2.1(b) or any Contracts not listed or described under the heading "Contracts Being Assumed" on Schedule 2.1(b) (the "Excluded Contracts");

(e) subject to the provisions of Section 2.1(c), all Leases of Leased Real Property, and rights thereunder, listed under the heading “Leases Being Rejected” on Schedule 2.1(c) or any Leases of Leased Real Property not listed or described under the heading “Leases Being Assumed” on Schedule 2.1(c) (the “Excluded Leases”);

(f) any rights, claims or causes of action of Sellers under this Agreement or the Ancillary Documents;

(g) all Retained D&O Claims;

(h) all receivables, claims or causes of action solely and exclusively related to any Excluded Asset or otherwise unrelated to the Business;

(i) all insurance policies;

(j) all Avoidance Actions other than Waived Avoidance Actions;

(k) all Documents relating solely and exclusively to an Excluded Asset or an Excluded Liability;

(l) Tax Returns and tax-related records of each Seller and any refund, credit, or other tax asset related to Taxes of any Seller;

(m) the Utility Escrow;

(n) all bank accounts of Sellers; and

(o) other assets of Sellers as set forth on Schedule 2.2(n).

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Purchaser and Supplemental Claims Company shall execute and deliver to Sellers the Assumption and Assignment Agreement pursuant to which the Purchaser shall assume and agree to discharge, when due (in accordance with its respective terms and subject to the respective conditions thereof), only the Liabilities (without duplication) set forth in Section 2.3(a), (b), (c), (d), (e), (f), (g), (h) and (j), and pursuant to which Supplemental Claims Company shall assume only the Liabilities set forth in Section 2.3(i) on the terms and conditions set forth in this Agreement (collectively the “Assumed Liabilities”) and no others:

(a) subject to Section 2.5(a), any and all Liabilities arising under the Assumed Contracts, Assumed Vehicle Leases, Assumed Equipment Leases and the Assumed Real Property Leases, but only to the extent such Liabilities are to be performed after the Closing Date or arise after the Closing Date and related solely to events occurring after the Closing Date;

(b) all other Liabilities arising out of the conduct of the Business or ownership of the Purchased Assets, but only to the extent such Liabilities first arise or accrue after the Closing Date and result from the post-Closing Date ownership and operation of the Purchased Assets by the Purchaser; provided, however, that the Purchaser shall assume all Liabilities related

to any distributions required to be made after the Closing Date pursuant to the terms of any 401(k) plan listed on Schedule 2.1(r) or Legal Requirement applicable to all such plans;

(c) all Cure Costs in an aggregate amount not to exceed \$6,000,000;

(d) all Liabilities relating to or arising under the Seller Plans listed on Schedule 2.1(r), but only to the extent the Liabilities first arise or accrue after the Closing Date from the post-Closing Date ownership of the Purchased Assets by the Purchaser;

(e) all Prepayments/Deposits outstanding as of the Closing Date set forth on Schedule 2.3(e);

(f) Liabilities, including those Liabilities where checks and draws have been written or submitted prior to the close of business on the Closing Date but have not cleared prior to Closing, with respect to trade and vendor accounts payable arising in respect of goods or services received by any Seller in the Ordinary Course of Business arising after the Petition Date to the extent associated with the portion of Sellers' business relating to the Purchased Assets and designated by the Purchaser prior to the Closing Date but only to the extent set forth on Schedule 2.3(f), which Schedule 2.3(f) will be updated by Sellers five (5) Business Days prior to Closing and again the Business Day prior to Closing;

(g) the Assumed Secured Debt;

(h) all Liabilities for Taxes arising out of the conduct of the Business or ownership of the Purchased Assets for any Post-Closing Tax Period and any Transfer Taxes allocable to Purchaser pursuant to Section 7.1(b);

(i) the Supplemental Assumed Claims; provided, however, that the Supplemental Assumed Claims shall be assumed exclusively by Supplemental Claims Company and on a non-recourse basis and which thereafter shall be satisfied exclusively (along with all associated liability) from and solely to the extent of the proceeds of the Supplemental Assumed Claims Fund; and provided, further, that the sole recourse for holders of Supplemental Assumed Claims against Supplemental Claims Company, the Lender, or the Purchaser and each of their respective Affiliates, officers, directors, representatives and employees on account of such claims shall be to seek recovery from the Supplemental Assumed Claims Fund in accordance with this Agreement and the Sale Order and holders of Supplemental Assumed Claims shall have no recourse as against Sellers for that portion of their claim that constitutes a Supplemental Assumed Claim and for which they are entitled to receive a recovery from the Supplemental Assumed Claims Fund; and

(j) all obligations first arising after the Closing under any Collective Bargaining Agreement identified in Schedule 2.1(d).

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities (except for the Supplemental Assumed Claims, which shall be assumed exclusively by Supplemental Claims Company), the Purchaser shall not assume

and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of Sellers or any of their Affiliates of any kind or nature whatsoever, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers (collectively the “Excluded Liabilities”). For the avoidance of doubt, the Excluded Liabilities with respect to Sellers include, but are not limited to, the following:

(a) any Liability of Sellers, arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including all finder’s or broker’s fees and expenses and any and all fees and expenses of any Representatives of Seller;

(b) any Liability related to any Action;

(c) any and all Liabilities for Taxes, including all employer portions of any payroll Taxes applicable in respect of the Liabilities described in Section 2.4(j) arising out of ownership of the Purchased Assets for any Pre-Closing Tax Period, and Transfer Taxes to the extent specifically allocable to Sellers pursuant to Section 7.1(b);

(d) any Liability incurred by Sellers or their respective directors, officers, stockholders, agents or employees (acting in such capacities) after the Closing Date;

(e) any Liability of Sellers to any Person on account of any Action that arose, and relates to facts, circumstances or events that existed or occurred, solely and exclusively before the Closing;

(f) any Liability to the extent relating to or arising out of the ownership or operation of an Excluded Asset;

(g) any Liability of Sellers under any Indebtedness, including Indebtedness under the Credit Agreement and the DIP Credit Agreement, any Indebtedness owed to any stockholder or other Affiliate of any Seller, and any Contract evidencing any such financing arrangement, but excluding the Assumed Secured Debt;

(h) the obligation to pay the amounts owed (and no other Liabilities) for goods or services received by any Seller in the Ordinary Course of Business in respect of any trade and vendor accounts payable arising after the Petition Date, other than any such Liabilities that are specified in this Agreement as Assumed Liabilities;

(i) all Liabilities under any Contract or Lease that is not an Assumed Contract, Assumed Equipment Lease, Assumed Vehicle Lease, or Assumed Real Property Lease;

(j) except for those obligations of Purchaser set forth in Section 7.2, all Liabilities arising from or relating to the employment or service or termination of employment or service of any present or former employee or individual service provider of any Seller or any of its Affiliates who is not a Hired Employee, including without limitation any Seller Employee, in respect of any period of time whatsoever;

(k) all Liabilities arising from or relating to the employment or service or termination of employment or service of any Hired Employee, in respect of the period prior to the Closing Date;

(l) any Liability of Sellers under letters of credit and performance bonds;

(m) other than as specifically set forth herein, fees or expenses of Sellers incurred with respect to the transactions contemplated herein;

(n) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by Sellers' customers to a Seller on or before the Closing; (ii) did not arise in the Ordinary Course of Business; or (iii) are not validly and effectively assigned to Purchaser pursuant to this Agreement;

(o) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of any Seller (including with respect to any breach of fiduciary obligations by same);

(p) any liability or obligations arising out of or relating to the Sellers having been in violation of any Legal Requirement (including for greater certainty any consumer protection Legal Requirement or Privacy and Security Laws) at any time on or prior to Closing; and

(q) any Liabilities arising out of, in respect of or in connection with the failure by Sellers or any of their respective Affiliates to comply with any Legal Requirements or Order;

(r) any Liability owing to any holder of a Supplemental Assumed Claim other than the Assumed Liabilities described in Section 2.3(i) (and subject to the limitations set forth therein); and

(s) all Liabilities arising from or relating to any of Seller Plans which are not Assumed Seller Plans or Assumed Contracts exclusively related thereto, and all Liabilities arising from or relating to any of the Assumed Seller Plans or Assumed Contracts that are not Assumed Liabilities pursuant to Section 2.3(d).

2.5 Assignments; Cure Costs.

(a) Sellers shall transfer and assign all Assumed Contracts, Assumed Equipment Leases, Assumed Real Property Leases, and Assumed Vehicle Leases (collectively, the "Assigned Contracts") to the Purchaser, and the Purchaser shall assume all Assigned Contracts, from Sellers, as of the Closing Date pursuant to section 365 and/or 1113(a) of the Bankruptcy Code and the Sale Order. In connection with such assumption and assignment, the Purchaser shall cure all monetary defaults under such Assigned Contracts to the extent required by section 365(b) of the Bankruptcy Code (all such amounts, the "Cure Costs"). For the avoidance of doubt, the

Purchaser shall pay all Cure Costs for each Assigned Contract in the Ordinary Course of Business post-Closing. The Cure Costs for each Assigned Contract as of the date hereof are set forth opposite the name of such Assigned Contract set forth on Schedule 2.5. Sellers shall provide an updated Schedule 2.5 containing any necessary updates to the Cure Costs no later than five (5) days prior to the anticipated Sale Hearing. For the avoidance of doubt, Purchaser shall not be responsible for curing any non-monetary defaults under any Assigned Contract.

(b) The Sale Order shall provide that as of the Closing, Sellers shall assign to the Purchaser the Assigned Contracts. The Assigned Contracts shall be identified by their name and their date (if available), the other party to the Assigned Contract, and the address of such party for notice purposes, all included on an exhibit attached to either the Bidding Procedures Motion or to any notice served in accordance with the Bidding Procedures Order. Such exhibit or notice shall also (i) set forth the amounts necessary to cure any defaults under each of the Assigned Contracts, as determined by the Seller party thereto based on such Seller's books and records or as otherwise determined by the Bankruptcy Court, and (ii) delineate a procedure for transferring to the Purchaser the rights to any Purchased Deposits in the form of cash or letters of credit on deposit with the other party to any Assumed Real Property Lease.

(c) In the case of licenses, certificates, approvals, authorizations, Leases, Contracts and other commitments included in the Purchased Assets that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, subject to any approval of the Bankruptcy Court that may be required, and the terms set forth in Section 6.3, promptly cooperate with the Purchaser in any lawful and commercially reasonable arrangement under which the Purchaser would, to the extent practicable, obtain the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Purchaser, and this Agreement shall not operate as an assignment thereof in violation of any such license, certificate, approval, authorization, Lease, Contract or other commitment.

(d) Sellers shall comply with all requirements of section 1113(a) in respect of any Collective Bargaining Agreements associated with the Business and listed on Schedule 2.1(d).

2.6 Further Assurances. At the Closing, and at all times thereafter as may be necessary, Sellers (as applicable), each of their respective Affiliates, the Purchaser, and Supplemental Claims Company shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in the Purchaser title to the Purchased Assets, including any Intellectual Property included in the Purchased Assets, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and such other instruments as shall be reasonably necessary to evidence the assignment by Sellers to the Purchaser or its designee of the Assumed Liabilities (other than the Supplemental Assumed Claims which are being assumed exclusively on a non-recourse basis by Supplemental Claims Company), including the Assigned Contracts, or to evidence the assignment by Sellers to Supplemental Claims Company of the Supplemental Assumed Claims. Sellers, the Purchaser, and Supplemental Claims Company shall cooperate with one another to

execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby. At the Closing, and at all times thereafter as may be necessary, the Purchaser shall reasonably cooperate with Sellers at Sellers' request and cost to facilitate the procurement, possession and return to Sellers of any Excluded Assets, including any equipment subject to an operating or capitalized lease that does not constitute an Assumed Equipment Lease.

2.7 Designated Purchaser/Assignee. For the avoidance of doubt, pursuant to the terms and conditions of this Agreement, (i) Newco Canada shall acquire the Purchased Assets used in connection with the Business carried out in Canada, and assume the Assumed Liabilities arising in connection with the Business carried out in Canada (other than the Supplemental Assumed Claims), from the Canadian Sellers, (ii) Newco USA shall acquire the Purchased Assets used in connection with the Business carried out in the U.S., and assume the Assumed Liabilities arising in connection with the Business carried out in the U.S. (other than the Supplemental Assumed Claims), from the Sellers (other than the Canadian Sellers), and (iii) Supplemental Claims Company shall assume the Supplemental Assumed Claims on a non-recourse basis and which thereafter shall be satisfied (along with all associated liability) exclusively from and solely to the extent of the proceeds of the Supplemental Assumed Claims Fund (funded with cash capital contributions made to Supplemental Claims Company by Lenders (or from Affiliates of the Lenders)) as further provided in Section 2.8 herein.

2.8 Supplemental Assumed Claims. As a condition to Closing, the parties shall establish the Supplemental Assumed Claims Fund via a mutually acceptable escrow agreement (the "Supplemental Assumed Claims Escrow Agreement") (and which agreement shall also be mutually acceptable to the DIP Agent, the Lenders, and Committee). All Supplemental Assumed Claims shall be assumed exclusively by Supplemental Claims Company on a non-recourse basis pursuant to this Agreement at Closing and thereafter shall be satisfied (along with all associated liability) exclusively from and solely to the extent of the proceeds of the Supplemental Assumed Claims Fund. The Supplemental Assumed Claims Fund shall be funded by an amount equal to \$3,500,000, which shall be contributed in immediately available funds as capital to Supplemental Claims Company by the Lenders or by Affiliates of the Lenders in consideration for receipt by the Lenders or such Affiliates of non-voting ownership interests in Supplemental Claims Company, and which funds shall be subsequently deposited by Supplemental Claims Company to the Supplemental Assumed Claims Fund. The Sale Order shall provide that the Supplemental Assumed Claims Fund shall be the sole source of recovery as against Supplemental Claims Company, the Purchaser, and the Lenders (including their respective Affiliates, officers, directors, employees, agents, representatives, and professionals) for holders of Supplemental Assumed Claims, and all such holders shall be required to execute and deliver a Supplemental Assumed Claims Release to that effect as a condition to receiving payment from the Supplemental Assumed Claims Fund. Holders of Supplemental Assumed Claims shall have no recourse as against Sellers for that portion of their claim that constitutes a Supplemental Assumed Claim and for which they are entitled to receive a recovery from the Supplemental Assumed Claims Fund, and all such holders shall be required to execute and deliver a Supplemental Assumed Claims Release to that effect as a condition to receiving payment from the Supplemental Assumed Claims Fund. The Supplemental Assumed Claims Escrow Agreement shall provide that the Supplemental Assumed

Claims Fund shall be administered by a claims ombudsman to be appointed by the Committee, and shall provide for such ombudsman to be compensated from the amount contributed as capital by the Lenders or by Affiliates of the Lenders to Supplemental Claims Company and subsequently deposited by Supplemental Claims Company to the Supplemental Assumed Claims Fund.

SECTION 3 **PURCHASE PRICE**

3.1 **Purchase Price**. Subject to the terms and conditions set forth in this Agreement, the purchase price to be paid by the Purchaser in exchange for the Purchased Assets (the “Purchase Price”) shall be the sum of the following:

(a) the aggregate amount of the Assumed Liabilities (including the amount of the Assumed Secured Debt but excluding the amount of the Supplemental Assumed Claims); plus

(b) the aggregate amount of the Cure Costs paid by the Purchaser in accordance with this Agreement.

3.2 **Closing Date Payment**. At the Closing, the Purchaser shall satisfy the Purchase Price as follows:

(a) the Purchaser shall take the actions described in Section 3.3 with respect to the Good Faith Deposit;

(b) the Purchaser shall pay directly to the obligees identified on Schedule 2.5 the Cure Costs in the Ordinary Course of Business post-Closing up to \$6,000,000; provided, however, that the Purchaser shall only be obligated to pay a Cure Cost if it has assumed the underlying Liability to such obligee under this Agreement; and

(c) with respect to the Assumed Liabilities (other than Supplemental Assumed Claims, which shall be addressed exclusively through the Supplemental Assumed Claims Fund), the Purchaser shall assume such Assumed Liabilities at the Closing (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and satisfy such Assumed Liabilities in accordance with their terms.

3.3 **Good Faith Deposit**. The Purchaser has deposited into an escrow account (the “Escrow Account”) with Young Conaway Stargatt & Taylor, LLP, as escrow agent (the “Escrow Holder”) an amount equal to \$2,000,000 (the “Good Faith Deposit”) in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of this Agreement by Sellers, the Good Faith Deposit shall become nonrefundable upon the termination of this Agreement by Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) and shall be refunded to the Purchaser upon the termination of this Agreement for any other reason (subject to Section 9.3). At the Closing, Sellers

and the Purchaser shall instruct the Escrow Holder to release the Good Faith Deposit (and any interest or income accrued thereon) to Purchaser. In the event the Good Faith Deposit becomes nonrefundable as provided herein before the Closing by reason of a termination pursuant to Section 9.1(d) or the last sentence of Section 9.3, the Escrow Holder shall promptly disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated herein terminate in accordance with the termination provisions hereof by any reason other than pursuant to Section 9.1(d) (subject to Section 9.3), the Escrow Holder shall promptly return to the Purchaser the Good Faith Deposit (together with all income or interest accrued thereon).

3.4 Allocation of Purchase Price. Within 90 days following the Closing, Purchaser shall deliver to Sellers a schedule allocating the Purchase Price, Assumed Liabilities, and all other amounts treated as consideration for applicable tax purposes among the Purchased Assets in accordance with the principles set forth on Schedule 3.4 (the "Allocation"). Purchaser and Sellers shall cooperate in good faith to agree upon the Allocation within one-hundred twenty (120) days of the Closing Date, and Purchaser shall not take any position relating to the Allocation on any Tax Return, including Form 8594, or with any Governmental Authority without Sellers' prior written consent (such consent not be unreasonably withheld, conditioned, or delayed), except as required by law; provided that, if Purchaser and Seller cannot resolve any dispute with respect to the Allocation within one-hundred twenty (120) days of the Closing Date, each Party shall use its determination of the Allocation and neither Party shall be bound by the other Party's determination of the Allocation. In the event that any Governmental Authority disputes the Allocation, Sellers or the Purchaser, as the case may be, shall promptly notify the other Party of the nature of such dispute.

3.5 Closing Date. Upon the terms and conditions set forth in this Agreement the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby (the "Closing") shall take place at the offices of McGuireWoods located at 1251 6th Avenue, 20th Floor, New York, New York 10020, or alternatively, as Sellers and Purchaser may mutually agree, remotely via electronic delivery of documents and funds. The Closing shall occur as promptly as practicable, and at no time later than the third Business Day, following the date on which the conditions set forth in SECTION 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as the Purchaser and Sellers may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date."

3.6 Deliveries of the Purchaser and Supplemental Claims Company. At or prior to the Closing, the Purchaser and/or Supplemental Claims Company (as applicable) shall deliver to Sellers (or, if applicable, to the Administrative Agent or DIP Agent on behalf of the Lenders and DIP Lenders, respectively):

(a) the Assumption and Assignment Agreement, and each other Ancillary Document to which the Purchaser and/or Supplemental Claims Company is a party, duly executed by the Purchaser and/or Supplemental Claims Company (as applicable);

(b) the officer's certificates required to be delivered pursuant to Section 8.3(a)(i) and (ii);

(c) the Assumed Debt Credit Documents, duly executed by the Purchaser and the other guarantors party thereto;

(d) if applicable, the documents and/or executed elections set out in Section 7.1;

(e) the Supplemental Assumed Claims Escrow Agreement duly executed by Supplemental Claims Company and in form and substance mutually satisfactory to Sellers, the Committee, the DIP Agent, and the Lenders, which shall establish the Supplemental Assumed Claims Fund and govern the distributions from the Supplemental Assumed Claims Fund to holders of Supplemental Assumed Claims; and

(f) such other assignments and instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request.

3.7 Deliveries of Sellers. At or prior to the Closing, Sellers shall deliver to the Purchaser and/or Supplemental Claims Company (as applicable):

(a) the Bills of Sale, the Assumption and Assignment Agreement and each other Ancillary Document to which a Seller is a party, duly executed by each Seller;

(b) instruments of assignment of the Copyrights (the "Assignment of Copyrights"), Trademarks (the "Assignment of Trademarks") and Domain Name Registrations (the "Assignment of Domain Names") that are owned by each Seller and included in the Purchased Assets, if any, duly executed by the applicable Sellers, in form for recordation with the appropriate Governmental Authorities, in form and substance reasonably acceptable to the Parties, and any other assignments or instruments with respect to any Intellectual Property included in the Purchased Assets for which an assignment or instrument is required to assign, transfer and convey such assets to the Purchaser;

(c) a copy of the Sale Order entered by the Bankruptcy Court;

(d) a copy of the Canadian Sale Recognition Order entered by the Canadian Court;

(e) the officer's certificate required to be delivered pursuant to Section 8.2(a)(i), (ii) and (iii);

(f) a complete and duly executed IRS Form W-9 by each Seller that is not a Canadian Seller and form W8-BEN-E by each Canadian Seller, if and as applicable;

(g) instruments of assumption and assignment of the Assumed Real Property Leases in form and substance reasonably acceptable to the Parties (the “Assumption and Assignment of Leases”), duly executed by the applicable Sellers, in form for recordation with the appropriate public land records, if necessary, and any other related documentation or instruments necessary for the conveyance of any Assumed Real Property Lease;

(h) (i) all lease files for the Assumed Real Property Leases (including copies of any plans of the Leased Real Property that is the subject of any Assumed Real Property Lease), and (ii) keys or the access codes for any electronic security system located at the Leased Real Property that is the subject of any Assumed Real Property Lease;

(i) a certificate of good standing, or equivalent document, for each Seller, as certified as of a recent date by the applicable Governmental Authority;

(j) a certificate of an authorized Person of each Seller, dated the Closing Date, in form and substance reasonably satisfactory to the Purchaser, as to, with respect to such Seller, (i) such Seller’s authorization to execute and perform its obligations under this Agreement and the Ancillary Documents to which such Seller is a party; and (ii) incumbency and signatures of the authorized Persons of such Seller executing this Agreement and any such Ancillary Documents;

(k) all instruments and documents necessary to release any and all Encumbrances (other than Permitted Encumbrances), including appropriate UCC financing statement amendments (including termination statements);

(l) if applicable, the documents and/or executed elections set out in Section 7.1;

(m) the Supplemental Assumed Escrow Agreement duly executed by the Sellers and in form and substance mutually satisfactory to Supplemental Claims Company, the DIP Agent, the Committee, and the Lenders, which shall establish the Supplemental Assumed Claims Fund and govern the distributions from the Supplemental Assumed Claims Fund to holders of Supplemental Assumed Claims; and

(n) such other documents and instruments as the Purchaser or Supplemental Claims Company may reasonably require in order to effectuate the transactions contemplated by this Agreement.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, except as set forth in the Schedules, each Seller hereby jointly and severally represents and warrants to the Purchaser as of the date hereof and as of the Closing as follows:

4.1 Organization of Sellers. Each Seller is an entity duly incorporated or organized, as the case may be, validly existing and in good standing (where such concept is recognized under applicable Legal Requirements) under the Legal Requirements of its jurisdiction of incorporation or formation and, except as a result of the Bankruptcy Case, has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties (including the Purchased Assets) and to carry on its business (including the Business) as it is now being conducted and to perform its obligations hereunder and under any Ancillary Document, in each case, except as a result of the Bankruptcy Case, the Canadian Recognition Case (solely in respect of the Canadian Sellers) or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Subsidiaries. Except as set forth on Schedule 4.2, no Seller has any subsidiaries.

4.3 Authority of Sellers; No Conflict; Required Filings and Consents.

(a) Subject to (i) the Bankruptcy Case and to the extent that the Bankruptcy Court approval is required, including the Sale Order, and (ii) solely in respect of the Canadian Sellers, the Canadian Recognition Case and to the extent that any the Court approval is required, including the Canadian Sale Recognition Order, (A) each Seller has full power and authority to execute, deliver and perform its obligations under, and consummate the transactions contemplated by, this Agreement and each of the Ancillary Documents to which such Seller is a party, and to sell, transfer and assign the Purchased Assets to the Purchaser in accordance with the terms of this Agreement, (B) the execution, delivery and performance of this Agreement and such Ancillary Documents by such Seller, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required corporate (or equivalent) action on the part of such Seller and do not require any authorization or consent of any shareholders or members of such Seller that has not been obtained, and (C) this Agreement has been duly authorized, executed and delivered by such Seller and is the legal, valid and binding obligation of such Seller enforceable in accordance with its terms, and each of the Ancillary Documents to which such Seller is a party has been duly authorized by such Seller and upon execution and delivery by such Seller, will be a legal, valid and binding obligation of such Seller enforceable in accordance with its terms.

(b) Except for (i) the Bankruptcy Cases and to the extent that any Bankruptcy Court approval is required, including the Sale Order, and (ii) solely in respect of the Canadian Sellers, the Canadian Recognition Case and to the extent that any Canadian Court approval is required, including the Canadian Recognition Sale Order, and subject to receipt of the Governmental Consents, none of the execution and delivery of this Agreement or any of the Ancillary Documents by each Seller, the consummation by such Seller of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by such Seller, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or loss of a material benefit, or result in the creation of any Encumbrance on any of the Purchased Assets (in each case with or without notice or lapse of time or both), under (i) any Organizational Document of such Seller, (ii) any Permits of such Seller, (iii) any Order to which such Seller is bound or any Purchased Asset is subject, (iv) any Legal Requirement affecting

such Seller or the Purchased Assets, and (v) except as set forth on Schedule 4.3(b), any Assigned Contracts, subject to the payment of the Cure Costs.

4.4 Financial Statements. (a) A complete copy of the audited financial statements consisting of the balance sheet of Project Kenwood Acquisition, LLC as at December 31 in the year 2022 and the related statements of income and retained earnings, stockholders' equity and cash flow for the year then ended (the "Audited Financial Statements") and (b) unaudited financial statements of the business constituting the Purchased Assets consisting of statements of income for the twelve month period ending December 31, 2023, and the three-month period ending March 31, 2024 (the (b) being considered, the "Business Financial Statements") have been delivered to Purchaser. The Business Financial Statements are provided in accordance with GAAP. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of revenue and expenses during the reported period. Actual results could differ from those estimates.

4.5 Title to the Purchased Assets; Sufficiency

(a) Sellers or, in the case of assets set forth on Schedule 2.1(A), Affiliates of Sellers, have good and valid title to, or, in the case of property leased or licensed by Sellers or its subsidiaries, a valid and subsisting leasehold interest in or a legal, valid and enforceable licensed interest in or right to use, all of the Purchased Assets, and, upon delivery to the Purchaser on the Closing Date of the instruments of transfer contemplated by Section 3.7, and subject to the terms of the Sale Order, will deliver the Purchased Assets to the Purchaser free and clear of all Liabilities or Encumbrances, except for the Assumed Liabilities (other than the Supplemental Assumed Claims which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company) and Permitted Encumbrances.

(b) Except as set forth on Schedule 4.5(i), (i) (A) the buildings, plants, and structures on the Owned Real Property or the Leased Real Property for which a Seller is responsible for maintenance are structurally sound, and (B) the furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property (which for buses shall include only active in service buses) included in the Purchased Assets are in good operating condition and repair, and are adequate for the uses to which they are being put, and (ii) none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Except for (1) Excluded Contracts and Excluded leases; (2) the Seller Plans that are Excluded Assets; (3) Seller Employees to whom Purchaser does not offer employment pursuant to Section 7.2 of this Agreement; (4) the insurance policies and bank accounts of the Sellers that are not assumed by the Purchaser, and (5) letters of credit and performance bonds, 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 and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

4.6 Consent and Approvals. In addition to the Sale Order, Schedule 4.6 sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority or of any other Person, and each declaration to or filing or registration with any such

Governmental Authority, that is required in connection with the execution and delivery of this Agreement and the Ancillary Documents by Sellers or the performance by Sellers of their obligations thereunder (together with the Sale Order, the “Governmental Consents”).

4.7 Real Property.

(a) Owned Real Property. Schedule 4.7(a)(i) sets forth an accurate and complete list of the Owned Real Property (including street address and owner). Except for Permitted Encumbrances and except as set forth on Schedule 4.7(a)(i), at the Closing, Sellers or, in the case of the Owned Real Property set forth on Schedule 2.1(A), an Affiliate of Sellers, will have good and marketable title in the Owned Real Property set forth on Schedule 4.7(a)(i). Except for Permitted Encumbrances and Encumbrances that will be removed pursuant to the Sale Order, at the Closing the Owned Real Property will not be subject to any other Encumbrances. Except as set forth on Schedule 4.7(a)(ii), there are no pending or, to Sellers’ Knowledge, threatened condemnation proceedings relating to any of the Owned Real Property. No Seller or Affiliate thereof has received any written notice from any Governmental Authority that any of the Improvements on the Owned Real Property or Sellers’ or its Affiliate’s use of the Owned Real Property violates any use or occupancy restrictions, any covenant of record or any zoning or building Legal Requirements. There is no party other than the Sellers or, in the case of the Owned Real Property set forth on Schedule 2.1(A), an Affiliate of Sellers, in possession of any portion of the Owned Real Property, there are no options or rights of first refusal to purchase any portion of the Owned Real Property and no Contract grants any Person (other than the Sellers or an Affiliate of Sellers or the Purchaser) the right of use or occupancy of any portion of the Owned Real Property, other than Permitted Encumbrances and matters disclosed in Schedule 4.7(a)(i). The Sellers have delivered to the Purchaser complete copies of all deeds and existing title insurance policies and, to the extent in the Sellers’ or their Affiliates’ possession, surveys of or pertaining to the Owned Real Property.

(b) Leased Real Property. Schedule 4.7(b) sets forth a true and complete list of (i) all Leases with respect to which a Seller is a lessee, sublessee, licensee or permittee (including all amendments, renewals, extensions, modifications or supplements thereto) and (ii) all Leases with respect to which a Seller is a lessor, in each case related to the Business (including all amendments, renewals, extensions, modifications or supplements thereto). All of the Assumed Real Property Leases are in full force and effect and are valid and enforceable against the Sellers, and, to the Knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Legal Requirements of general applicability relating to or affecting creditor’s rights. No Seller has unilaterally released or waived any of its rights under any of the Assumed Real Property Leases to which it is a party. To the Sellers’ Knowledge, no party to any Lease has committed any material violation, breach or default of any Lease other than a failure to pay (or failure to pay on time) amounts owed under such Lease. No Lease is subject to any Encumbrance, except Permitted Encumbrances. The Sellers have delivered to the Purchaser materially complete copies of each Lease (including all amendments, renewals, extensions, modifications or supplements thereto).

4.8 Regulatory Matters; Permits.

(a) All of the material Permits held by Sellers for the ownership and operation of the Business are in full force and effect (collectively, the “Material Permits”). Schedule 4.8(a) sets forth a true, complete and correct list of all Material Permits held by Sellers as of the Agreement Date.

(b) Sellers are in material compliance with their respective obligations under each of the Material Permits, and no condition exists that without notice or lapse of time or both would constitute a default under, or a violation of, any Material Permit except for such failures to be in compliance or defaults that would not have, individually or in the aggregate, a Material Adverse Effect.

(c) Each Material Permit is valid and in full force and effect and there is no Action, notice of violation, order of forfeiture or complaint against Sellers relating to any of the Material Permits pending or to the Knowledge of Sellers, threatened, before any Governmental Authority.

4.9 Litigation. Except as set forth on Schedule 4.9, as of the date hereof:

(a) there is no Action with a claim amount exceeding \$25,000 pending or, to the Knowledge of Sellers, threatened against a Seller (with respect to the Business) or any of the Purchased Assets or the Business that if resolved adversely to a Seller would result in or that would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect; and

(b) there is no Order against a Seller (with respect to the Business), the Purchased Assets or any of the Assumed Liabilities that would result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

4.10 Vehicles.

(a) Schedule 4.10(a) contains the following information as of the date hereof:

(i) a list of all Purchased Vehicles; and

(ii) for each Purchased Vehicle, (A) owner or lessee thereof, (B) whether such Purchased Vehicle is owned or leased, (C) the respective vehicle identification number or equivalent thereof, (D) the manufacturer and model year, and (E) VIN Number.

(b) To Sellers’ Knowledge, none of the Purchased Vehicles has been the subject of theft, loss, casualty, or destruction (except for such thefts, losses, casualties, and destruction that are within the range customarily experienced in the Ordinary Course of Business and would not result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect).

4.11 Intellectual Property; Data Privacy and Cybersecurity.

(a) Schedule 4.11(a) sets forth a true, correct and complete list, in all material respects, of all U.S. and foreign (i) issued Patents and pending applications for Patents; (ii) registered Trademarks and pending applications for Trademarks; (iii) registered Copyrights and pending applications for Copyrights; (iv) Software proprietary to any of the Sellers that is used in connection with the Business; and (v) all Domain Name Registrations, in each case that is owned by any Seller and used in connection with the Business. Sellers (x) own, or otherwise have a valid right to use, all of the Intellectual Property used in connection with the Business, and (y) exclusively own the Intellectual Property set forth on Schedule 4.11(a), and all such Intellectual Property is subsisting and, to the Knowledge of Sellers, valid and enforceable. Other than as set forth on Schedule 4.11(a), none of the Sellers is obligated to pay royalties to any Person for the use of any Intellectual Property, excluding royalties for the use of Software that is generally commercially available on standard terms.

(b) To the Knowledge of Sellers, (i) the operation and conduct of the Business by Sellers as currently conducted does not infringe, misappropriate or otherwise violate any Third Party Intellectual Property, and there has been no such claim or Action asserted or threatened in writing that has not been finally resolved, and (ii) no Person (including without limitation any current or former officer, director, employee, affiliate or contractor of any Seller), is infringing, misappropriating or otherwise violating any Intellectual Property owned by any Seller, or to which any Seller has any exclusive license in the operation of the Business, and no such claims or Actions have been asserted or threatened in writing that have not been finally resolved. There are no proceedings, investigations or governmental orders pending or, to the Knowledge of Sellers, threatened against any Seller which challenge (A) the validity or ownership of any Intellectual Property owned by Sellers or (B) Sellers' right to use any Third Party Intellectual Property.

(c) Sellers have taken commercially reasonable measures to protect the confidentiality of their respective Trade Secrets, and there has not been any disclosure by any Seller of any material Trade Secret or other confidential or proprietary Intellectual Property.

(d) Schedule 4.11(d) sets forth a complete and accurate list of all Contracts granting Sellers rights in, or including grants to Sellers of rights in, Third Party Intellectual Property used in the operation of the Business. Except as set forth on Schedule 4.11(d), there are no Contracts, consents or stipulations to which any of the Sellers is subject which would prevent Purchaser after the Closing Date from using any of the Intellectual Property currently used in the operation of the Business, in connection with the operation of the Business as currently conducted.

(e) No item of the Intellectual Property set forth on Schedule 4.11(a) is subject to any proceeding or outstanding Order, stipulation or agreement restricting in any manner the use, transfer or licensing thereof by Sellers; and all necessary registration, maintenance and renewal fees currently due in connection with the registered and applied for the foregoing have been made and all necessary documents, recordations and certifications in connection with such items have been filed with the relevant patent, copyright, trademark or other authority in the United States and foreign jurisdictions, as the case may be, for the purpose of maintaining such Intellectual Property and maintaining Sellers' interest in and to the same.

(f) Since January 1, 2021, no Seller nor, to the Knowledge of the Sellers, any vendor of any Seller that has handled or had access to any Company Data or Business Systems, has experienced a Data Breach. Since January 1, 2021, no Seller has received any written or, to the Knowledge of the Sellers, oral claim or notice from any Person that a Data Breach may have occurred or is being investigated. Except as set forth in Schedule 4.11(f)(i), since January 1, 2021, Sellers have collected, stored, retained, maintained, transferred, destroyed and otherwise used all Company Data, and Sellers protect the security and integrity of their Company Data, Business Systems and financial transactions, in each case, in compliance in all material respects with all Privacy and Security Requirements. Except as set forth in Schedule 4.11(f)(ii), since January 1, 2021, no Seller has received any written or, to the Knowledge of the Sellers, oral claim or notice from any Person alleging that a Seller is not in compliance with any Privacy and Security Requirement. In connection with the Business, and except for the jurisdictions identified on Schedule 4.11(f)(iii), Sellers do not collect or transmit, and have not collected or transmitted, any Personal Information outside of the United States that would subject any Seller to any international Privacy and Security Laws. Since January 1, 2021, each Seller (i) has implemented and maintains commercially reasonable administrative, technical and physical safeguards, including the adoption, implementation and maintenance of a written information security program, incident response plan, vendor management policy and disaster recovery and business continuity practices, in each case designed to ensure the protection of Company Data, Business Systems and financial transactions against loss, interruption of use, destruction, damage and unauthorized access, use, acquisition and disclosure; (ii) performs routine vulnerability scans on its Business Systems; (iii) timely installs software security patches and other fixes to identified material information security vulnerabilities and (iv) maintains commercially reasonable cybersecurity insurance. Neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated herein, will violate any Privacy and Security Requirement, or require the consent of or notice to any Person with respect to the use or transfer of such Person's Personal Information. The Business Systems are reasonably sufficient in all material respects for the operation of the Business. With respect to the Business Systems, the Sellers have taken reasonable steps to provide for the back-up and recovery of all data and information necessary to the operation of the Purchased Assets.

4.12 Material Contracts and Agreements. Schedule 4.12 sets forth a list of all of the Assumed Contracts pursuant to which a Seller receives payment and a list of all Assumed Contracts pursuant to which a Seller makes payment to the counterparty (together, the "Material Contracts"). All of the Material Contracts are in full force and effect and are valid and enforceable against the applicable Seller, and, to the Knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Legal Requirements of general applicability relating to or affecting creditor's rights. No Seller, or to Seller's Knowledge, any other party to any Material Contract is in breach of or default under (or is alleged to be in breach of or default under) in any material respect or has provided any notice of any intention to terminate any Material Contract other than a failure to pay (or failure to pay on time) amounts owed under such Material Contract. Materially complete and correct copies of all Material Contracts have been made available to Purchaser. There are no material disputes pending or

threatened under any Material Contract. No Seller has unilaterally released or waived any of its rights under any of the Material Contracts to which it is a party.

4.13 Labor Relations. Schedule 4.13(i) identifies any collective bargaining agreement covering Seller Employees to which any Seller is a party (the “Collective Bargaining Agreements”). Except as would not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate, (a) each Seller is in compliance with all Legal Requirements applicable to the Seller Employees respecting employment and employment practices, employment standards, terms and conditions of employment, employment equity, occupational health and safety, workers compensation, and wages and hours (including those relating to exempt/non-exempt classification of employees); (b) no Seller has engaged in any unfair labor practice and no Seller has received written notice of any unfair labor practice complaint pending before any Governmental Authority with respect to any of the Seller Employees; (c) no Seller has received notice that any pending representation petition, certification, or interim certification respecting the Seller Employees has been filed with any Governmental Authority; (d) the applicable Seller is in compliance with its obligations under the Collective Bargaining Agreements; (e) to Seller’s Knowledge, no Action arising out of or under the Collective Bargaining Agreement, or in respect of any Seller Employees, is pending against any Seller; and (f) there is no labor strike, slowdown, work stoppage, or lockout actually pending or, to Sellers’ Knowledge, threatened against any Seller in respect of the Purchased Assets. Except as set forth on Schedule 4.13(ii), there are no Contracts with any Seller Employee for employment or for severance, termination, retention, change of control or similar payments other than employment Contracts for indefinite duration that are terminable without cause (and without any obligations arising from such termination without cause).

4.14 Employee Benefits.

(a) Schedule 4.14(a) lists each Seller Plan (or any benefit plans, programs or arrangements of an ERISA Affiliate that would be a Seller Plan if such ERISA Affiliate were a Seller) (i) that is, or has been within the past six (6) years, a “pension plan” (as defined in Section 3(2) of ERISA) that is or was subject to Title IV Plan or subject to Sections 412 or 430 of the Code; (the “Title IV Plan”) (ii) that is maintained by more than one employer within the meaning of Section 413(c) of the Code; or (iii) that is subject to Sections 4063 or 4064 of ERISA. No Seller Plan is (A) a “multiple employer welfare arrangement” as defined in Section 3(40) of ERISA; or (B) an “employee pension benefit plan” (within the meaning of Section 3(2) of ERISA) that is not intended to be qualified under Section 401(a) of the Code.

(b) (i) No Seller or ERISA Affiliate has terminated any Title IV Plan or a Canadian Defined Benefit Plan within the last six (6) years or incurred any outstanding liability under Section 4062 of ERISA to the PBGC, or to a trustee appointed under Section 4042 of ERISA; (ii) all premiums due to the PBGC with respect to the Title IV Plans (excluding any Multiemployer Plan) set forth in Schedule 4.14(a) have been timely and completely paid; (iii) no Seller or ERISA Affiliate has filed a notice of intent to terminate any Title IV Plan set forth in Schedule 4.14(a) and has not adopted any amendment to treat such Title IV Plan as terminated, except to the extent expressly contemplated by this Agreement; and (iv) the PBGC has not instituted, or to Sellers’

Knowledge, threatened to institute, proceedings to treat any Title IV Plan set forth in Schedule 4.14(a) as terminated.

(c) No Seller nor any ERISA Affiliate has, within the past six (6) years, withdrawn from a Multiemployer Plan in a “complete withdrawal” or a “partial withdrawal” as defined in Sections 4203 and 4205 of ERISA, respectively, so as to result in an unsatisfied liability, contingent or otherwise (including the obligations pursuant to an agreement entered into in accordance with Section 4204 of ERISA), of a Seller or such ERISA Affiliate, except to the extent expressly contemplated by this Agreement.

(d) Schedule 4.14(d) sets forth each Seller Plan. For each Seller Plan or Multiemployer Plan that is sponsored by a Seller or an ERISA Affiliate, Sellers have made available to the Purchaser a copy of such plan (or a description thereof if such plan is not written). Seller has made available to the Purchaser true and complete copies of the following documents, including all amendments thereto, relating to each Seller Plan that is sponsored by Seller or an ERISA Affiliate (but, for the avoidance of doubt, not for Seller Plans to which Seller or an ERISA Affiliate contribute but that are not sponsored by Seller or an ERISA Affiliate), to the extent applicable: (i) copies of the most IRS determination letter or advisory or opinion letter with respect to each such Seller Plan intended to qualify under Section 401(a) of the Code; (ii) copies of the most recent (A) summary plan descriptions and all material modifications thereto and (B) member booklets provided to the Seller Employees performing services in Canada (in English and in French, where prepared in both languages); (iii) all trust agreements, insurance Contracts and other documents relating to the funding or payment of benefits under any Seller Plan; (iv) the non-discrimination testing results for the past three (3) plan years; (v) any material correspondence with any Governmental Authority with respect to any Seller Plan; (vi) the Forms 1094 and 1095 for the past three (3) years; and (vii) the most recent actuarial reports, letters of credit, financial statements and asset statements.

(e) Each Seller Plan has been maintained in form and operation, in compliance, in all material respects, with the terms of such Seller Plan and the requirements prescribed by all statutes, orders, or governmental rules or regulations currently in effect, including ERISA the Code, and the *Canadian Tax Act*, as applicable to such Seller Plan. Each Seller Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter or, with respect to a prototype or volume submitter plan, can rely on an opinion letter from the IRS to the prototype or volume submitter plan sponsor, to the effect that such plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Section 401(a) and 501(a), respectively, of the Code; and nothing has occurred since the date of such determination or opinion letter that could adversely affect the qualified status of any Seller Plan.

(f) Except as set forth on Schedule 4.14(f), there do not exist any pending or, to the Sellers’ Knowledge, threatened claims (other than routine claims for benefits), suits, actions, disputes, audits, or investigations with respect to any of the Seller Plans or any fiduciary or assets thereof. The Seller has not participated in any voluntary compliance or self-correction program established by the IRS under the Employee Plans Compliance Resolution System, or

entered into a closing agreement with the IRS with respect to the form or operation of any Seller Plan.

(g) Each Seller Plan that is a “group health plan” within the meaning of Section 5000(b)(1) of the Code is in compliance with the applicable requirements of the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, including the market reform mandates and the information reporting rules. The Seller has offered minimum essential health coverage, satisfying affordability and minimum value requirements, to its full-time employees sufficient to avoid liability for assessable payments under Sections 4980H(a) and 4980H(b) of the Code. The Seller has complied with the applicable reporting requirements under Sections 6055 and 6056 of the Code.

(h) Neither the Seller nor any ERISA Affiliate (i) have any obligation to provide health benefits to any employee following termination of employment, except continuation coverage required under Section 4980B of the Code (or equivalent state Law) with costs for such coverage paid solely by such employee; or (ii) provides health and welfare benefits with respect to any current or former participant employed or engaged, or last employed or engaged, in Canada following such participant’s retirement or other termination of service, except to the minimum extent required by applicable Canadian employment standards legislation.

(i) There have been no prohibited transactions or breaches of any of the duties imposed on “fiduciaries” (within the meaning of Section 3(21) of ERISA) by ERISA with respect to the Seller Plans that could reasonably result in any liability or excise tax under ERISA or the Code being imposed on any Seller.

(j) Each Seller Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings, and proposed and final regulations) thereunder; and Sellers do not have any obligation to “gross up” any Person for any Taxes under Section 409A of the Code.

(k) Neither the execution and delivery of this Agreement by Sellers nor the consummation of the transactions contemplated hereby will: (i) entitle any current or former employee of Sellers to severance pay, unemployment compensation, benefits, incentive compensation, or any similar payment; (ii) accelerate the time of payment or vesting or increase the amount of any compensation due to any such employee or former employee; (iii) require any contributions or payments to fund any obligations under any Seller Plan; or (iv) directly or indirectly result in any payment made to or on behalf of any Person to constitute a “parachute payment” within the meaning of Section 280G of the Code; and the Seller does not have any obligation to “gross up” any Person for any Taxes under Section 4999 of the Code.

(l) No Seller Plan is, has ever been, or is intended to be (i) a “registered pension plan” as defined in subsection 248(1) of the *Canadian Tax Act* that contains a “defined benefit provision” as defined in subsection 147.1(1) of the *Canadian Tax Act* (each, a “Canadian Defined Benefit Plan”); (ii) a “multi-employer plan” as defined in subsection 147.1(1) of the *Canadian Tax Act*; (iii) a “deferred profit sharing plan” as defined in subsection 248(1) of the

Canadian Tax Act; or (iv) an “employee life and health trust” as defined in subsection 248(1) of the *Canadian Tax Act*.

(m) No Seller Plan is intended to be or has ever been found or alleged by a Governmental Authority to be a “salary deferral arrangement” within the meaning of the *Canadian Tax Act* or a “retirement compensation arrangement” as defined in subsection 248(1) of the *Canadian Tax Act*.

4.15 Brokers. Except for Houlihan Lokey, 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 Ancillary Document based upon arrangements made by or on behalf of Seller.

4.16 Insurance. Schedule 4.16 sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers’ compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Seller or its Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the “Insurance Policies”); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since January 1, 2020. Except as set forth on Schedule 4.16, there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of the Insurance Policies. All premiums due on the Insurance Policies have either been paid or, if not yet due, accrued. All the Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. Except with respect to those Insurance Policies renewed within the last forty-five (45) days (copies of which have not yet been provided to Sellers), true and complete copies of the Insurance Policies have been made available to Purchaser.

4.17 Inventory. All Inventory consists of a quality and quantity usable and salable in the Ordinary Course of Business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory that is owned by Sellers, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of Sellers.

4.18 Accounts Receivable. The Accounts Receivable (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice. The

reserve for bad debts shown on the accounting records of the Sellers have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

4.19 Environmental. Except as set forth on Schedule 4.19:

(a) Sellers are currently, and for the past five (5) years have been, in compliance in all material respects with all applicable Environmental Laws and Permits authorized or issued pursuant to any Environmental Laws.

(b) Sellers have not released, and to the Knowledge of Sellers there has been no Release, of any Regulated Substances on, at, under, or from the Owned Real Property or Leased Real Property in material violation of Environmental Laws or in a manner giving rise to material liability under Environmental Laws, in each case as to one or more of Sellers.

(c) There are no pending or unresolved claims or legal proceedings in connection with any actual or alleged violations of or liability under any Environmental Law, and, within the past five (5) years, Sellers have not received written notice of any pending or threatened claims by any Governmental Authority, or received written notice of threatened legal proceedings, alleging material violations of or material liability under any Environmental Law, in each case with respect to the Owned Real Property or the Leased Real Property or the operations undertaken by Sellers thereon.

(d) Sellers have made available to Purchaser all material environmental reports, investigations, assessments, and audits possessed or under the control of the Sellers and related to the environmental condition of the Owned Real Property or Leased Real Property or any facilities located thereon.

(e) To the Knowledge of Sellers, none of the Owned Real Property or Leased Real Property is subject to the New Jersey Industrial Site Recovery Act, or any rules or regulations promulgated thereunder.

4.20 Tax. Except as set forth on Schedule 4.20, each Seller has prepared and duly and timely filed all material Tax Returns required to be filed by it (taking into account extensions) with respect to the Business and the Purchased Assets, and all such Tax Returns are true, complete, and correct in all material respects. Each Seller has paid all material Taxes which were due and payable by it within the time required by applicable Legal Requirement or made adequate provision in the Business Financial Statements for such material Taxes, other than such Taxes the nonpayment of which is required under applicable Legal Requirements. None of the Sellers is subject to any audits or investigations relating to the payment of or failure to pay a material amount of Taxes with respect to the Business or the Purchased Assets. Each Canadian Seller has duly and timely deducted, charged, collected or withheld all material Taxes required by applicable Legal Requirements to be deducted, charged, collected or withheld by it (taking into account extensions) with respect to the Business and the Purchased Assets, and has paid or remitted such amounts to the appropriate Governmental Authority when due or made adequate provision in the Business Financial Statements for such material Taxes, other than such Taxes the nonpayment of which is

required under applicable Legal Requirements, in the form required under applicable Legal Requirements.

4.21 NO OTHER REPRESENTATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4 (AS MODIFIED BY THE SCHEDULES), NO SELLER MAKES ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING THE PURCHASED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR THE BUSINESS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLERS NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF ANY SELLER.

SECTION 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND
SUPPLEMENTAL CLAIMS COMPANY

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser and Supplemental Claims Company jointly and severally hereby represent and warrant to Sellers as of the date hereof and as of the Closing as follows:

5.1 Organization and Authority of the Purchaser. (a) Each of Newco USA, Newco Canada, and Supplemental Claims Company is an entity duly incorporated or organized, as the case may be, validly existing and in good standing (where such concept is recognized under applicable Legal Requirement) under the Legal Requirements of its jurisdiction of incorporation or formation and has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted and to perform its obligations hereunder and under any Ancillary Document to which it is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by the Purchaser and Supplemental Claims Company have been duly authorized and approved by all required action on the part of the Purchaser and Supplemental Claims Company and do not require any further authorization or consent of the Purchaser or its members or and Supplemental Claims Company and its members. This Agreement has been duly authorized, executed and delivered by the Purchaser and Supplemental Claims Company and is the legal, valid and binding agreement of the Purchaser and Supplemental Claims Company enforceable against the Purchaser and Supplemental Claims Company in accordance with its terms, and each Ancillary Document to which the Purchaser or Supplemental Claims Company is a party has been duly authorized by the Purchaser and Supplemental Claims Company, respectively, and upon execution and delivery by the Purchaser and Supplemental Claims Company will be a legal, valid and binding obligation of the Purchaser and Supplemental Claims Company, respectively, enforceable against the Purchaser and Supplemental Claims Company, respectively, in accordance with its terms, except as

enforceability may be limited by bankruptcy, insolvency, reorganization or other similar Legal Requirements affecting creditors rights generally.

(b) Neither the execution and delivery of this Agreement or any of such Ancillary Documents nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (A) the Purchaser's or Supplemental Claims Company's Organizational Documents, (B) any Order to which the Purchaser or Supplemental Claims Company is a party or by which it is bound or (C) any Legal Requirement affecting the Purchaser or Supplemental Claims Company; or

(ii) require the approval, consent, authorization or act of, or the making by the Purchaser or Supplemental Claims Company of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court and other applicable Governmental Authorities.

5.2 Litigation. There are no pending or, to the knowledge of the Purchaser or Supplemental Claims Company, threatened Actions by any Person or Governmental Authority against or relating to the Purchaser or Supplemental Claims Company (or any Affiliate of the Purchaser or Supplemental Claims Company) or by the Purchaser or Supplemental Claims Company or their respective assets or properties are or may be bound that, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of the Purchaser or Supplemental Claims Company to perform its obligations under this Agreement and the Ancillary Documents to which it is a party, for the Purchaser to assume and perform the Assumed Liabilities (other than the Supplemental Assumed Claims, which shall be assumed exclusively on a non-recourse basis by Supplemental Claims Company), for Supplemental Claims Company to assume the Supplemental Assumed Claims, or for the Purchaser or Supplemental Claims Company to consummate on a timely basis the transactions contemplated hereby or thereby.

5.3 No Brokers. Except as set forth on Schedule 5.3, neither the Purchaser nor Supplemental Claims Company nor any Person acting on either's respective behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement for which a Seller is or will become liable, and the Purchaser and Supplemental Claims Company shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

5.4 Adequate Assurances Regarding Assigned Contracts; Good Faith. As of the Closing, the Purchaser will be capable of satisfying the conditions contained in section 365(b)(1)(C) of the Bankruptcy Code with respect to the Assigned Contracts. To the Purchaser's knowledge, there exist no facts or circumstances that would cause, or be reasonably expected to cause, the Purchaser and/or Supplemental Claims Company and/or its Affiliates not to qualify as "good faith" purchasers under section 363(m) of the Bankruptcy Code.

5.5 Ownership of Sellers. Neither Purchaser nor Supplemental Claims Company nor any respective Affiliate thereof holds directly or indirectly, any beneficial or other ownership interest in any Seller or their respective securities.

5.6 Financial Capability.

(a) Debt Commitment Letter.

(i) The Purchaser has delivered to Sellers a true, accurate and complete copy of the fully executed debt commitment letter dated the date hereof, including all amendments, exhibits, attachments, appendices and schedules thereto as of the date hereof (the “Debt Commitment Letter”) from the Lenders and the DIP Lenders, relating to the commitment of the Lenders and the DIP Lenders, upon the terms and subject to the conditions set forth therein, to lend Purchaser the Assumed Secured Debt and the other amounts set forth therein (the “Debt Financing”) for the purpose of consummating the transactions contemplated hereby and the other matters set forth therein; provided that, the economic terms in a copy of any fee letter delivered pursuant hereto may be redacted.

(b) Conditions Precedent; Contingencies. Except as expressly set forth in the Debt Commitment Letter, there are (i) no conditions precedent to the obligations of the counterparties thereto to provide the full amount of the Debt Financing; and (ii) no contingencies that would permit the parties thereto to modify the terms and conditions of the Debt Financing. Other than the Debt Commitment Letters, there are no other Contracts or other undertakings between any of the providers of the Debt Financing or their respective Affiliates, on the one hand, and Purchaser and its Affiliates, on the other hand, with respect to the Debt Financing (other than a fee letter with the providers of the Debt Financing, a redacted copy of which has been provided to Sellers).

(c) Sufficient Funds. Assuming the conditions set forth in Sections 8.1 and 8.2 are satisfied, the Debt Financing, when funded and consummated in accordance with the Debt Commitment Letter, including with respect to the Assumed Secured Debt, shall provide Purchaser with acquisition financing on the Closing Date that is sufficient to consummate the transactions contemplated hereby and fund all costs and expenses required to be paid by Purchaser at the Closing.

(d) Validity. As of the date hereof, the Debt Commitment Letters (i) is in full force and effect and is a legal, valid, binding and enforceable obligation of the Purchaser, Equity Investor and, to the knowledge of the Purchaser, Lenders and the DIP Lenders, as applicable, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Legal Requirements affecting creditors’ rights generally and except insofar as the availability of equitable remedies may be limited by applicable Legal Requirements, and (ii) has not been withdrawn or terminated or otherwise amended or modified in any respect, and no amendment or modification thereof is contemplated. As of the date hereof, neither the Purchaser, nor to the knowledge of the Purchaser, any other party to any of the Debt Commitment Letter is in default or breach of the Debt Commitment Letter.

5.7 Investment Canada Act. The Purchaser is a “WTO investor” that is not a “state-owned enterprise” within the meaning of the Investment Canada Act.

5.8 No Inducement or Reliance: Independent Assessment. Each of the Purchaser and Supplemental Claims Company acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person (including the Administrative Agent, the DIP Agent, the Lenders and the DIP Lenders) is making, and neither the Purchaser nor Supplemental Claims Company is relying on, any representations or warranties whatsoever, statutory, expressed or implied, written or oral, at law or in equity, beyond those expressly made by Sellers in Section 4 hereof (as modified by the Schedules). Each of the Purchaser and Supplemental Claims Company acknowledges that, except as expressly set forth in Section 4 (as modified by the Schedules), none of the Sellers or any of their respective Affiliates nor any other Person has, directly or indirectly, made any representation or warranty, statutory, expressed or implied, written or oral, at law or in equity, as to the accuracy or completeness of any information that any Seller furnished or made available to the Purchaser or Supplemental Claims Company and their respective Representatives in respect of the Purchased Assets, and Sellers’ operations, assets, stock, Liabilities, condition (financial or otherwise) or prospects. Each of the Purchaser and Supplemental Claims Company acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person (including the Administrative Agent, the DIP Agent, the Lenders and the DIP Lenders), directly or indirectly, has made, and neither the Purchaser nor Supplemental Claims Company has relied on, any representation or warranty, whether written or oral, regarding the pro-forma financial information, financial projections or other forward-looking statements of Seller, and neither the Purchaser nor Supplemental Claims Company will make any claim with respect thereto. Each of the Purchaser and Supplemental Claims Company acknowledges that, except for the representations and warranties expressly made by Sellers in Section 4 hereof (as modified by the Schedules) the Purchased Assets are being transferred on an “AS IS, WHERE IS” and “WITH ALL FAULTS” basis. None of Sellers or any other Person (including any officer, director, member or partner of Sellers or any of their Affiliates) shall have or be subject to any liability to the Purchaser, Supplemental Claims Company, or any other Person, resulting from the Purchaser’s or Supplemental Claims Company’s use of any information, documents or material made available to the Purchaser in any “data rooms,” management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby or by the other Ancillary Documents, except for the representations and warranties expressly made by Sellers in Section 4 hereof (as modified by the Schedules).

SECTION 6

ACTION PRIOR TO THE CLOSING DATE

6.1 Access to Information.

(a) Sellers agree that, between the Agreement Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms, Sellers shall (i) permit the Purchaser’s Representatives reasonable access during regular business hours and upon reasonable notice, to the offices, properties, agreements and other documentation and financial records of Sellers relating to the Business, the Purchased Assets, the Assumed

Liabilities and/or the Seller Employees to the extent the Purchaser reasonably requests provided access shall not include any invasive testing of any Leased Real Property or Owned Real Property; and (ii) permit the Purchaser's Representatives to contact, or engage in any discussions or otherwise communicate with, the Seller Employees, and reasonably cooperate with the Purchaser's Representatives in facilitating such communications (including by way of on-site visits and interviews). Sellers shall use commercially reasonable efforts to cause their respective Representatives to reasonably cooperate with the Purchaser and the Purchaser's Representatives in connection with such investigations and examinations, and the Purchaser shall, and use its commercially reasonable efforts to cause its Representatives to, reasonably cooperate with the Sellers and their Representatives, and shall use their commercially reasonable efforts to minimize any disruption to the operation of the Business or the Purchased Assets. All confidential documents and information concerning the Business furnished to the Purchaser, Supplemental Claims Company or their respective Representatives in connection with the transactions contemplated by this Agreement and the other Ancillary Documents are subject to the terms and conditions of that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc.

(b) Notwithstanding the foregoing but subject in all respects to the Bidding Procedures Order, this Section 6.1 shall not require any Seller to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Sellers, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which any Seller is a party or cause any privilege (including attorney-client privilege) or work product protection that any Seller would be entitled to assert to be waived, (ii) any information that is competitively sensitive, or (iii) if the Sellers, on the one hand, and the Purchaser or any of its Affiliates, on the other hand, are adverse parties in any Action, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so would not (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege or work product protection to be undermined with respect to such information and in the case of clause (ii), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so could reasonably (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of the Purchaser could be provided access to such information.

6.2 Transferred Personal Information.

(a) For purposes of this Section 6.2, "Transferred Information" means the Personal Information to be disclosed or conveyed to the Purchaser by or on behalf of the Sellers as a result of or in conjunction with the transaction contemplated herein and includes all such Personal Information disclosed to the Purchaser on or prior to the Closing Date.

(b) Prior to the Closing Date, the Purchaser covenants and agrees to: (i) use and disclose the Transferred Information solely: (A) for the purpose of reviewing and completing

the transaction contemplated herein, including for the purpose of determining to complete such transaction; and (B) where the determination is made to proceed with the transaction, to complete it; (ii) to protect the Transferred Information by security safeguards appropriate to the sensitivity of the information; and (iii) return or destroy the Transferred Information, at the option of the Seller, should the transaction contemplated herein not be completed.

(c) Following the Closing Date, the Purchaser covenants and agrees to: (i) use and disclose the Transferred Information solely for those purposes for which consent was obtained by the Sellers, or as otherwise required or permitted by applicable Legal Requirements, unless further consent is obtained by the Sellers from the individuals in question; and (ii) notify the individuals to whom the Transferred Information relates, within a reasonable period of time after the Closing Date, that the transaction has been completed and that the Transferred Information has been disclosed to the Purchaser.

(d) The Sellers covenant and agree to inform the Purchaser of the purposes for the collection, use and disclosure of the Transferred Information with respect to which consent was obtained from the individuals to which such information relates if Purchaser collects and records when consent was obtained and when it was not.

6.3 Governmental Approvals.

(a) Without prejudice to the Purchaser's obligations set forth in Section 6.3(c) and subject to the terms and conditions of this Agreement, Sellers, the Purchaser, and Supplemental Claims Company agree to use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate actions, to do, or cause to be done, and assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including to satisfy the respective conditions set forth in SECTION 8.

(b) In furtherance and not in limitation of the foregoing, Sellers and the Purchaser agree:

(i) to comply promptly with all Legal Requirements that may be imposed on it with respect to this Agreement and the transactions contemplated hereby by (A) the Surface Transportation Board established under 49 U.S.C. ss.10101 et seq. or any successor agency (the "STB"), including filing, or causing to be filed, as promptly as practicable but in any event within ten Business Days of the Agreement Date, any required notification and report forms, (B) the Federal Motor Carrier Safety Administration ("FMCSA") and/or (C) any Governmental Authority;

(ii) to supply as promptly as practicable any additional information and documentary material that may be requested by the STB or the FMCSA and/or any other Governmental Authority, and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods under the regulations of the STB; and

(iii) to obtain any consent of the STB or FMCSA, or other Governmental Authority required to be obtained or made by Sellers or the Purchaser, or any of their respective Affiliates in connection with the transactions contemplated hereby or the taking of any action contemplated by this Agreement.

(c) Without limiting the generality of the undertakings in subsection (a) of this Section 6.3 and subject to appropriate confidentiality protections and applicable Legal Requirements, Sellers and the Purchaser shall each cooperate with each other and furnish to the other such necessary information and reasonable assistance as the other Party may request in connection with the foregoing and, subject to applicable Legal Requirements, shall each promptly provide counsel for the other Party with copies of all filings made by such Party, and all correspondence between such party (and its Representatives) with the STB, FMCSA, or other Governmental Authority and any other information supplied by such Party and such Party's Affiliates to the STB, FMCSA, or other Governmental Authority in connection with this Agreement and the transactions contemplated hereby. Each Party shall, subject to applicable Legal Requirements, permit counsel for the other Party to review in advance any proposed written communication to the STB, FMCSA, or other Governmental Authority and consult with each other in advance of any meeting or telephone conference with, the STB, FMCSA, or other Governmental Authority or, in connection with any Action by a private party, with any other Person, and to the extent permitted by the STB, FMCSA or other Person or Governmental Authority, give the other Party the opportunity to attend and participate in such meetings and telephone conferences, in each case in connection with any Action relating to the transactions contemplated hereby; provided, however, that no Party hereto shall be required to provide any other Party with copies of confidential documents or information included in its filings and submissions required by the STB, provided, further, that a Party hereto may request entry into a joint defense agreement as a condition to providing any such materials and that, upon receipt of that request, the Parties shall work in good faith to enter into a joint defense agreement to create and preserve attorney-client privilege in a form and in substance mutually acceptable to the Parties.

(d) The filing fees under the regulations of the STB or FMCSA shall be borne solely by the Purchaser.

6.4 Conduct of Business Prior to the Closing Date. From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms of Section 9 hereof, Sellers shall maintain, operate, and carry on the Business only in the Ordinary Course of Business, except as otherwise expressly required by this Agreement or the Bankruptcy Case or with the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Consistent with the foregoing and to the extent permitted or required in the Bankruptcy Case, Sellers shall use commercially reasonable efforts to (a) continue operating the Business as a going concern, and (b) maintain the Purchased Assets and the assets and properties of, or used by, Sellers relating to the Business consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court. In a manner that is reasonable and consistent with a debtor in possession, Sellers shall use commercially reasonable efforts to maintain the Purchased Vehicles in good operating condition, reasonable wear and tear excepted.

Notwithstanding anything to the contrary in this Section 6.4, the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of this Section 6.4. Without limiting the foregoing, without the prior written consent of Purchaser, except as set forth in Schedule 6.4, each Seller agrees that it shall not take any of the following actions (as each pertains to or is related to the Purchased Assets or the Assumed Liabilities):

(a) fail to perform any obligations, make any material modification, amendment or extension with respect to any Assigned Contract or terminate any Assigned Contract;

(b) cancel, terminate, fail to file to renew or maintain, materially amend, modify or change any Permit;

(c) except to the extent consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court, fail to pay debts and other obligations of arising out of the Purchased Assets (other than Taxes) arising after the Petition Date when due;

(d) except to the extent consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court, fail to pay Taxes with respect to the Purchased Assets arising after the Petition Date for which Purchaser would be liable (other than Taxes not yet due and payable);

(e) fail to continue to perform all requirements for eligibility to recover/receive economic benefits/support pursuant to the Statewide Mass Transportation Operating Assistance Program;

(f) fail to timely pay each Seller Employee all wages (including overtime, other paid time off and vacation pay) owed to such Persons;

(g) terminate except for just cause the employment of any Seller Employee earning an annual compensation of \$100,000 or more; or

(h) sell, assign, transfer, convey, license or dispose of any Purchased Assets or incur any Encumbrances on any Purchased Assets (other than Permitted Encumbrances) or allow any Purchased Assets to become subject to any Encumbrance (other than Permitted Encumbrances).

6.5 Notification of Breach; Disclosure. Each Party shall promptly notify the other of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement) that would constitute a failure of a closing condition set forth in Section 8. During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written notice or other

communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this Section 6.5 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

6.6 Insurance. Until the Closing, Sellers shall continue in full force and effect, without modification, all Insurance Policies identified on Schedule 4.16, except as required by applicable Legal Requirements.

6.7 Bankruptcy Court Approval; Procedures.

(a) Sellers and the Purchaser acknowledge that this Agreement and the sale of the Purchased Assets will be subject to Bankruptcy Court approval and entry of the Sale Order and, solely in respect of the Canadian Sellers, the Canadian Court approval and entry of the Canadian Sale Recognition Order, following the commencement of the Bankruptcy Case and the Canadian Recognition Case. Sellers and the Purchaser acknowledge that (i) to obtain the approval of the Bankruptcy Court under the Bankruptcy Case, Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court and, if necessary, conducting an auction in respect of the Purchased Assets, and (ii) the Purchaser must provide adequate assurance of future performance under the Assigned Contracts. Sellers agree to use good faith efforts to support and cause the approval and entry of the Sale Order.

(b) Purchaser understands and agrees that, as of the commencement of the Bankruptcy Case, Sellers are debtors in possession in bankruptcy and will conduct a sale process (including an Auction, if necessary) and that Sellers may use this Agreement as the base bid for the Purchased Assets in accordance with the Bidding Procedures. The Purchaser shall be entitled but not obligated to participate in any auction beyond its base bid pursuant to this Agreement and the Bidding Procedures Order.

(c) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Sale Order or the Canadian Sale Recognition Order, Sellers shall promptly notify the Purchaser of such appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice of appeal or order of stay. Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from such orders.

(d) Sellers shall give notice of the transactions contemplated by this Agreement in such manner as the Bidding Procedures Order shall require, and to such additional Persons as the Purchaser reasonably requests in writing in advance of the Sale Order being entered.

(e) At the Closing on the Closing Date and as provided in this Agreement and the Sale Order, all Waived Avoidance Actions will be deemed to be waived and the Purchaser shall take no action to pursue and enforce any Waived Avoidance Action.

6.8 Bankruptcy Filings.

(a) From and after the date hereof, prior to filing any papers or pleadings in the Bankruptcy Case or in the Canadian Recognition Case that relate, in whole or in part, to this Agreement or the Purchaser, Sellers shall provide the Purchaser with a copy of such papers or pleadings and obtain prior written consent by Purchaser to the same before filing any such papers or pleadings with the Bankruptcy Court in respect of the Bankruptcy Case or the Canadian Court in respect of the Canadian Recognition Case.

(b) Sellers shall file such motions or pleadings as may be appropriate or necessary to: (i) assume and assign the Assigned Contracts (including but not limited to the Collective Bargaining Agreements set forth in Schedule 2.1(d)); and (ii) subject to the consent of the Purchaser determine the amount of the Cure Costs; provided that nothing herein shall preclude Sellers, following service of the Assumption Notice, from filing such motions to reject any Contracts or Leases that are not listed on Schedule 2.5 or that have been designated for rejection by the Purchaser.

6.9 Vehicle Titles. Sellers shall deliver, or cause to be delivered, at the Closing, all certificates of title and title transfer documents to all titled Purchased Vehicles.

6.10 Schedule Updates. From time to time prior to the Closing Date, Sellers may deliver to the Purchaser any new schedules or supplement or amend the Schedules with respect to any matter that, if existing, occurring or known as of the date hereof, would have been required to be set forth or described in the Schedules. Any disclosure in any such supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Section 8 have been satisfied. Notwithstanding anything in this Section 6.10 to the contrary, in no event will Sellers be permitted to supplement or amend any Schedules without the prior written consent of the Purchaser and any such supplements or amendments will not be deemed to modify any Schedules other than (x) the Schedules required under Section 4 or (y) as contemplated by the last paragraph of Section 2.1.

6.11 Financing. Purchaser shall use its commercially reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all commercially reasonable things necessary, proper or advisable to arrange and consummate the Debt Financing at the Closing on the terms and conditions set forth in the Debt Commitment Letter, including using commercially reasonable efforts to: (i) comply with and maintain the Debt Commitment Letter in effect, (ii) negotiate and enter into definitive agreements with respect thereto, (iii) comply with and perform the obligations applicable to it pursuant to such Debt Commitment Letter, (iv) draw down on and consummate the Debt Financing if the conditions to the availability of the Debt Financing have been satisfied or waived, provided, however, that the Purchaser shall not be required to commence or pursue litigation, and Sellers do not have the right to compel the Purchaser to commence or pursue litigation, to enforce the obligations of Lenders or the DIP Lenders to fund the Debt Financing, and (v) satisfy on a timely basis all conditions applicable to it in such definitive agreements that

are within its control. Purchaser shall not replace, amend or waive the Debt Commitment Letter or any provision thereof without Sellers' prior written consent.

6.12 Pension Plan Termination; Modification of Collective Bargaining Agreements. Sellers shall take all necessary action to terminate any Seller Plan that is a "pension plan" (as defined in Section 3(2) of ERISA) that is not a Multiemployer Plan, regardless of whether such "pension plan" is associated with the Purchased Assets. Sellers shall take all necessary action to withdraw from any Seller Plan that is a Multiemployer Plan, regardless of whether such Multiemployer Plan is associated with the Purchased Assets. To the extent any Collective Bargaining Agreement provides for or relates to any such "pension plan," Sellers shall cause such Collective Bargaining Agreement to be amended to remove any nexus between such Collective Bargaining Agreement and such "pension plan." In the event that Sellers cannot obtain a consensual amendment to any such Collective Bargaining Agreement, Sellers shall seek an order of the Bankruptcy Code rejecting such Collective Bargaining Agreement in accordance with section 1113 of the Bankruptcy Code. For the avoidance of doubt, no Collective Bargaining Agreement providing for any liabilities or obligations in respect of any "pension plan" (as defined in Section 3(2) of ERISA) will be an Assigned Contract.

6.13 Statewide Transportation Operating Assistance Program. Each of Purchaser and Seller shall use their commercially reasonable efforts to take, or cause to be taken, all commercially reasonable actions and do, or cause to be done, all commercially reasonable things necessary, proper or advisable to arrange for the continued receipt by Purchaser of funds from the Statewide Transportation Operating Assistance Program in the amounts received by Seller.

SECTION 7

ADDITIONAL AGREEMENTS

7.1 Taxes.

(a) All real property taxes, personal property taxes and other ad valorem taxes levied with respect to the Purchased Assets (other than Transfer Taxes) for a Straddle Period shall be apportioned based on the number of days of the Straddle Period ending on and including the Closing Date and the number of days of the Straddle Period after the Closing Date. The applicable Seller shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period ending on and including the Closing Date, and Purchaser shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period beginning on the day after the Closing Date. Each Seller and Purchaser shall cooperate to promptly pay or reimburse the other for any such taxes based on their respective liability for such taxes as determined pursuant to this Section 7.1(a). Any refunds of such taxes with respect to a Straddle Period shall be apportioned between the applicable Seller and Purchaser in a similar manner.

(b) Without limiting the other terms set forth in this Agreement, any sales Tax, use Tax, GST/HST and QST, provincial sales Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(a) of the Bankruptcy Code ("Transfer Taxes") shall be borne 50% by the Purchaser and 50% by the

Seller. The Purchaser shall, at its own expense, file any necessary Tax Returns relating to Transfer Taxes and other documentation with respect to any Transfer Taxes. Each Party agrees to use its, and to cause its Affiliates to use, commercially reasonable efforts to mitigate, reduce, or eliminate any Transfer Taxes, including by becoming registered for Transfer Tax purposes, by making available Tax elections (including making a joint election in a timely manner under Section 167 of the ETA and Section 75 and Section 75.1 of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1), and by completing any necessary exemption certificates or similar documentation.

(c) The Purchaser and the applicable Sellers will, if applicable, jointly elect under Section 22 of the *Canadian Tax Act*, Section 184 of the *Taxation Act* (Quebec) and any corresponding provincial provisions with respect to the sale, assignment, transfer and conveyance of the Accounts Receivable and will designate and allocate therein that portion of the applicable portion of the Purchase Price. The Parties will execute and file, within the prescribed periods, the prescribed election forms and any other documents required to give effect to the foregoing and will also prepare and file all of their respective Tax Returns in a manner consistent with such allocation.

(d) The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Pre-Closing Tax Period or Straddle Period. The Purchaser and Sellers shall retain all Tax Returns and related books and records with respect to Taxes pertaining to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets for any Pre-Closing Tax Period or Straddle Period.

7.2 Employees and Employee Benefit Plans.

(a) From and after the Closing, (i) the Purchaser will recognize the applicable union as the exclusive bargaining representative of the bargaining unit comprising Hired Employees covered by the applicable Collective Bargaining Agreement as set forth on Schedule 2.1(d), (ii) the applicable Sellers will assume and assign to Purchaser in accordance with Section 1113(a) of the Bankruptcy Code the Collective Bargaining Agreements on Schedule 2.1(d), and (iii) the Purchaser will maintain in effect, and assume sponsorship of and all accrued obligations under, those health, welfare and benefit plans identified in Schedule 7.2(a).

(b) Not later than 2 Business Days prior to the Closing, and subject in all respects to the reasonable discretion of Purchaser, the Purchaser will make Qualifying Offers to all Seller Employees. For this purpose, a “Qualifying Offer” means an offer of employment, or for Quebec Employees and Seller Employees in Canada who are subject to a Collective Bargaining Agreement, a confirmation of transfer of employment to Purchaser by operation of law, with such employment to commence at the Closing, (i) for the Seller Employees whose employment is

governed by the Collective Bargaining Agreements, on terms that are in accordance with the Collective Bargaining Agreements, and (ii) for all other Seller Employees, providing for a level of base pay at least equal to the Seller Employee's base pay in effect immediately prior to the Closing Date, and otherwise on terms and conditions, including with respect to employee benefits (but, excluding defined benefit pension, equity compensation and retiree health and welfare benefits), that are substantially similar in the aggregate to the Seller Employee's terms and conditions of employment with the applicable Seller immediately prior to the Closing Date; provided, however, that for Seller Employees working in the State of New Jersey as of the Closing Date a "Qualifying Offer" shall, in addition to requirements (i) or (ii) above, also (iii) be for employment within the State of New Jersey and at a location that is not more than fifty (50) miles from each such Seller Employee's place of employment with Seller immediately prior to the Closing; and (iv) be for the same position or a position with equivalent status as that which the applicable Seller Employee hold with Sellers immediately prior to the Closing.

(c) All Qualifying Offers made by the Purchaser pursuant to Section 7.2(b) will be made in accordance with all applicable Legal Requirements, will be conditioned only on the occurrence of the Closing, and, if applicable, will remain open for a period expiring no earlier than the Closing Date. Such offers may provide, to the extent permitted by applicable Legal Requirements, that the continuing provision of service by Seller Employee following the Closing Date will be deemed acceptance of the offer. Following acceptance of such offers, the Purchaser will provide written notice thereof to Sellers.

(d) The following will be applicable with respect to the Seller Employees:

(i) Each Hired Employee who participates in the Seller Plans other than the Assumed Seller Plans shall cease to be eligible to participate in, and shall cease to participate in and accrue benefits under, such Seller Plan effective as of the instant prior to the Closing. As of the Closing, the Purchaser will cause the Hired Employees to be covered by Purchaser-sponsored benefit plans (the "Replacement Plans"), which may include the Assumed Seller Plans. The commitments under this Section 7.2(d)(i) require the following:

(A) With respect to any Replacement Plans that are health and welfare benefit plans (other than the Assumed Seller Plans), subject to any third-party consent that may be required, the Purchaser agrees to take commercially reasonable efforts to waive or to cause the waiver of all limitations as to pre-existing conditions and actively-at-work exclusions and waiting periods for the Hired Employees. With respect to any Replacement Plans (other than the Assumed Seller Plans) and the calendar year in which the Closing Date occurs, the Purchaser shall use commercially-reasonable efforts to take into account all health care expenses incurred by any such employees or any eligible dependent thereof, including any alternate recipient pursuant to qualified medical child support orders, in the portion of the calendar year preceding the Closing Date that were qualified to be taken into account for purposes of satisfying any deductible or out-of-pocket limit under similar Seller Plans in which such Hired Employee participated or was eligible to participate immediately prior to the Closing Date for purposes of satisfying any deductible or out-of-pocket limit under the health care plan of the Purchaser for such calendar year.

(B) With respect to service and seniority, the Purchaser will, for each Hired Employee, recognize the service and seniority recognized by Sellers for all purposes, including the determination of eligibility, the extent of service or seniority-related benefits such as vacation and sick pay benefits, notice of termination, termination, and severance pay and levels of benefits to the same extent as any such Hired Employee was entitled, before the Closing Date, to credit for such service under any similar Seller Plan in which such Hired Employee participated or was eligible to participate immediately prior to the Closing Date, except that such crediting of service shall not apply with respect to benefit accruals under any defined benefit pension plan or to the extent such credit would result in the duplication of benefits for the same period of service.

(C) With respect to the defined contribution plans sponsored by Sellers for Seller Employees performing services in the U.S. that is not an Assumed Seller Plan (the "Savings Plan"), Sellers will vest Hired Employees in their Savings Plan account balances as of the Closing Date. The Purchaser will take all actions necessary to cause the Purchaser 401(k) plan in which Hired Employees are eligible to participate (1) to recognize the service that the Hired Employees had in the Savings Plan for purposes of determining such Hired Employees' eligibility to participate, vesting, attainment of retirement dates, contribution levels, and, if applicable, eligibility for optional forms of benefit payments, and (2) subject to applicable Legal Requirements, to accept direct rollovers of Hired Employees' account balances in the Savings Plan, including transfers of loan balances and related promissory notes, provided that such loans would not be treated as taxable distributions at any time prior to such transfer.

(D) Within 60 days after the Closing Date and to the extent permitted by applicable Legal Requirement, Sellers will transfer to a flexible spending plan maintained by the Purchaser any balances outstanding to the credit of Hired Employees under Sellers' flexible spending plan(s) as of the day immediately preceding the Closing Date. As soon as practicable after the Closing Date, Sellers will provide to the Purchaser a list of those Hired Employees that have participated in the health or dependent care reimbursement accounts of Sellers, together with (1) their elections made prior to the Closing Date with respect to such account and (2) balances standing to their credit as of the day immediately preceding the Closing Date.

(E) The Purchaser will honor all vacation days, (or payments in lieu thereof), banked overtime hours, and other paid time off accrued by the Hired Employees and unused as of the Closing.

(F) For Seller Employees whose employment is governed by the Collective Bargaining Agreements, their benefits, other than any defined benefit plan, shall be no less than the benefits promised under the applicable Collective Bargaining Agreements.

(G) The date on which Liabilities first arise or accrue for the purposes of Section 2.3(d) and the date on which claims are incurred under any Replacement Plans providing for health and welfare benefits shall be: (i) in the case of a death claim, the date of death; (ii) in the case of a short term disability claim, long-term disability claim or a life insurance premium waiver claim, the date of the first incidence of disability, illness, injury or disease that first qualifies an individual for benefits or to commence a qualifying period for benefits; (iii) in

the case of extended health care benefits, including dental and medical treatments, the date of treatment or the date of purchase of eligible medical or dental supplies; and (iv) in the case of a claim for drug or vision benefits, the date the prescription was filled

(ii) Sellers will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any “employment loss” within the meaning of the WARN Act or any “mass layoff”, “group termination”, or “collective dismissal” under applicable Legal Requirements that occurs prior to the Closing. The Purchaser will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any “employment loss” within the meaning of the WARN Act or any “mass layoff” “group termination”, or “collective dismissal” that occurs on or following the Closing. Any workforce reductions carried out within the ninety (90) day period following the Closing Date by the Purchaser shall be done in accordance with all applicable Legal Requirements governing the employment relationship and termination thereof, including WARN. Purchaser agrees that during the ninety (90) day period following the Closing Date, it will not effectuate an “employment loss” (as that term is defined in the WARN Act and under applicable Legal Requirements) of Hired Employees such that in the aggregate, retroactively triggers obligations under the WARN Act or other applicable Legal Requirements to Sellers.

(iii) Sellers will retain responsibility for the payment of salary or wages earned by the Hired Employees prior to the Closing. The Purchaser will be responsible for the payment of salary or wages earned by the Hired Employees after the Closing, and for all payments under the Assumed Seller Plans, subject to Section 2.3(d) and the terms of the Purchaser’s compensation and benefit plans or programs.

(iv) Individuals who would otherwise be Hired Employees but who on the Closing Date are not actively at work due to a leave of absence covered by the Family and Medical Leave Act or other applicable Legal Requirements or are not actively at work due to military leave or other authorized leave of absence, including short-term disability, will be treated as Hired Employees on the date that they are able to return to work (provided that such return to work occurs within the authorized period of their leaves following the Closing Date or otherwise within the period prescribed by applicable Legal Requirements for such leaves) and perform the essential functions of their jobs, subject to the Purchaser providing any accommodation required by applicable Legal Requirement, and Purchaser shall assume, as of the Closing Date, all compensation, benefits and any other costs or responsibilities associated with respect to such individuals relating to the time between the Closing Date and when they become Hired Employees (and thereafter).

(v) Sellers will be responsible for providing COBRA Continuation Coverage to any current and former Seller Employees, or to any qualified beneficiaries of such employees, who become entitled to COBRA Continuation Coverage before the Closing, including those for whom the Closing occurs during the COBRA election period. The Purchaser will be responsible for extending and continuing to extend COBRA Continuation Coverage to all Hired

Employees (and their qualified beneficiaries) who become entitled to COBRA Continuation Coverage on or following the Closing.

(e) Nothing in this Agreement is intended to amend any Seller Plan or affect the Seller's right to amend or terminate any Seller Plan or the Purchaser's right to amend or terminate any Assumed Seller Plan or other benefit plan sponsored by the Purchaser, in each case, pursuant to the terms of such plan and applicable Legal Requirements. No provision of this Agreement shall create any third-party beneficiary or other rights in any Person, other than the Parties hereto, and no provision of this Agreement will be construed to create any right to any compensation or benefits on the part of any Hired Employee, any beneficiary or dependent thereof, any collective bargaining representative thereof or any other future, present or former employee of the Sellers, the Purchaser, or their respective Affiliates, with respect to the compensation, terms and conditions of employment, continued employment and/or benefits that may be provided such Persons or under any benefit plan which the Sellers, the Purchaser, or their Affiliates may maintain.

7.3 Release. Except for the D&O Claims, effective as of the Closing, each of Supplemental Claims Company and the Purchaser, on behalf of itself and its successors, assigns, representatives, administrators and agents, and any other person or entity claiming by, through, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge the Administrative Agent, the DIP Agent, any Lender or DIP Lender and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Purchased Assets on or prior to the Closing, except for any acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the transactions contemplated by this Agreement.

7.4 Adequate Assurances Regarding Assigned Contracts. With respect to each Assigned Contract, the Purchaser will use commercially reasonable efforts to provide adequate assurance as required under the Bankruptcy Code for the future performance by the Purchaser of each such Assigned Contract. The Purchaser and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a finding that there has been in the discretion of the Bankruptcy Court a demonstration of adequate assurance of future performance under the, by way of example only, Assigned Contracts, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court and making the Purchaser's and Sellers' employees and representatives available to testify before the Bankruptcy Court.

7.5 Reasonable Access to Records and Certain Personnel; Other Transition Services. In order to facilitate Sellers' efforts to administer and close the Bankruptcy Case (together, the "Post-Close Filings"), for a period of two (2) years following the Closing, the Purchaser shall (i) permit Sellers and Sellers' counsel and accountants (collectively, "Permitted Access Parties") during regular business hours, with reasonable notice, reasonable access to the financial and other books and records that comprised part of the Purchased Assets to the extent required to complete

the Post-Close Filings, which access shall include (A) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (B) the Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish the Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the costs and expenses of such copies and any such other costs Purchaser incurs in connection with providing the Permitted Access Parties access to such records, and (ii) provide the Permitted Access Parties reasonable access to (A) Jazmine Estacio, Jerry Lunanuova and his staff, and Derrick Watters, (B) other Purchaser staff for occasional questions, and (C) the members of Purchaser's finance team and accounts payable team supporting the Purchased Assets. Additionally, for a period of two (2) years following the Closing, the Purchaser shall provide reasonable assistance (1) transitioning automatic payments and deposits from Sellers' accounts to Purchaser, (2) processing final paychecks for employees of Sellers and their Affiliates who are not Seller Employees, (3) with final employee benefit payouts and transition of employee benefits, (4) with the payment of trade payables that are not Purchased Assets, (5) splitting invoices existing as of the Closing to allocate between Purchased Assets and other assets of Sellers and their Affiliates, (6) with accounting for the transactions contemplated hereby and by the transactions to sell assets of Seller and its Affiliates that are not Purchased Assets, (7) filing final Tax Returns for Sellers and their Affiliates, and (8) dissolving Sellers and their Affiliates, and (9) such other services as reasonably requested by Sellers.

(a) For a period of 30 days following the Closing Date, Purchaser will provide access, to the extent commercially reasonable, to the AssetWorks software to any liquidating purchaser of fleet assets of Sellers and its Affiliates that are not Purchased Assets (any such purchaser, a "Liquidating Purchaser") upon the reasonable request by, and at no cost to, such Liquidating Purchaser; provided, however, that any Liquidating Purchaser (i) shall enter into any agreement required by Purchaser, in its reasonable discretion to provide such access, and (ii) access is permissible pursuant to, and not in default of, any agreement applicable to the AssetWorks Software. Any such Liquidating Purchaser is an intended third-party beneficiary of this Section 7.5.

(b) For a period of 90 days following the Closing Date, Purchaser will provide the following transition services to any going concern purchaser of assets of Sellers and its Affiliates that are not Purchased Assets (any such purchaser, a "Going Concern Purchaser" and, together with any Liquidating Purchasers, the "Non-Core Purchasers"), provided, however, that all such services to be provided shall be provided pursuant to a transaction services agreement containing terms and conditions mutually agreeable to Purchaser and any such Non-Core Purchaser.

(c) All obligations of Purchaser under this Section 7.5 shall be performed in a commercially reasonable and workmanlike manner.

(d) Notwithstanding anything to the contrary herein, no right of Sellers, their Affiliates, or Liquidating Purchasers pursuant to this Section 7.5 shall be exercisable in such a manner as to interfere with the normal operations of the Purchaser's business.

(e) Notwithstanding anything contained in this Section 7.5 to the contrary, in no event shall Sellers, their Affiliates, or Non-Core Purchasers have access to any information that, based on advice of the Purchaser's counsel, could (1) reasonably be expected to create liability under applicable Legal Requirements, or waive any legal privilege, (2) result in the discharge of any Trade Secrets of the Purchaser, its Affiliates or any third parties or (3) violate any obligation of the Purchaser with respect to confidentiality; provided, however that if Purchaser's counsel so advises, Purchaser and Sellers or Purchaser and the applicable Non-Core Purchaser, as applicable, will use commercially reasonable efforts to provide such access in a way that does not create such liability or confidentiality issues.

SECTION 8

CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Each Party. The respective obligations of each Party to effect the sale and purchase of the Purchased Assets shall be subject to the fulfillment (or, if permitted by applicable Legal Requirement, waiver) on or prior to the Closing Date, of the following conditions:

(a) all requisite authorizations or consents from the STB or FMCSA or waiting periods following governmental filings with the STB or FMCSA shall have been obtained or expired, as the case may be;

(b) the Sale Order and, solely with respect to the Canadian Sellers, the Canadian Sale Recognition Order, shall have been entered and become a Final Order (unless such Final Order condition is waived in writing by Purchaser with the written consent of the Administrative Agent and the DIP Agent); and

(c) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

8.2 Conditions to Obligations of the Purchaser and Supplemental Claims Company.

(a) The obligation of the Purchaser and Supplemental Claims Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Sellers in Section 4 shall be true and correct in all respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), and the Purchaser shall have received a certificate of Sellers that (A) the representations and warranties of such Seller in Section 4.1, Section 4.3(a), Section 4.5(a), Section 4.6, Section 4.8(a), and Section 4.15 are true and correct in all respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which

case, such representations and warranties shall be true and correct in all material respects as of such earlier date) and (B) the representations and warranties of Sellers in Section 4 other than Section 4.1, Section 4.3(a), Section 4.5(a), Section 4.6, Section 4.8(a), and Section 4.15 are true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date);

(ii) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(iii) since the date of this Agreement, no Material Adverse Effect shall have occurred and be continuing, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(iv) Sellers shall be prepared to deliver, or cause to be delivered, to the Purchaser all of the items set forth in Section 3.7;

(v) All documentation associated with the Debt Financing is in form and substance acceptable to Purchaser;

(vi) Sellers shall have delivered to Purchaser evidence (sufficient in Purchaser's sole discretion) of the termination of any "pension plan" (as defined in Section 3(2) of ERISA) that is not a Multiemployer Plan to which any Seller is a party;

(vii) Sellers shall have delivered to Purchaser evidence of withdrawal from any multiemployer benefit plan;

(viii) all Collective Bargaining Agreements associated with the Purchased Assets that include provisions requiring a Seller Plan with defined benefits have been modified in form and substance reasonably acceptable to Purchaser to require benefits under a defined contribution plan;

(ix) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, of continuation immediately following Closing of the benefits to Sellers of the Statewide Mass Transportation Operating Assistance Program;

(x) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, of continuation immediately following Closing of the government grant programs identified on Schedule 8.2(a)(x).

(xi) All approvals and/or consents identified on Schedule 4.6 shall have been received by Sellers;

(xii) The transfer of all licenses and Permits necessary to operate the Business identified on Schedule 4.8(a) shall have been consented to by the applicable Governmental Authority, if such consent is required by applicable Legal Requirements, or, for any licenses or Permits identified on Schedule 4.8(a) the transfer of which is prohibited by applicable Legal Requirements, an analogous license or Permit shall have been received by Purchaser;

(xiii) Purchaser has obtained insurance coverage for the Business in form and substance acceptable to Purchaser that is no less comprehensive than the insurance coverage under the Insurance Policies;

(xiv) Purchaser shall have received all necessary VIN numbers for each Purchased Vehicle;

(xv) Purchaser shall have received employment agreements from each of Ross Kinnear and Derrick Waters;

(xvi) Purchaser shall have received approval and/or consent to transfer all licenses for intellectual property identified on Schedule 8.2(a)(xvi);

(xvii) All material Assumed Real Property Leases are in term or, if expired or soon to expire, reasonably renewable or replaceable, as determined by Purchaser, in exercise of its judgment;

(xviii) Purchaser shall (i) have received all stormwater permits necessary to operate the Owned Real Property and to operate the Leased Real Property for which a Seller is responsible pursuant to the terms of the applicable Lease to procure the applicable stormwater permit and (ii) all stormwater permits held by Sellers for operation of the Owned Real Property and Leased Real Property are compliant in all material respects with all applicable Legal Requirements as of the Closing Date;

(xix) Purchaser shall have received an amendment to the undated Master Contract with IndieSpring providing for: (i) a perpetual license to utilize IndieSpring's preexisting intellectual property that IndieSpring has incorporated into its development services performed on behalf of Voyavation LLC; and (ii) a present-tense intellectual property assignment assigning all right, title and interest in and to any and all intellectual property or proprietary rights contained in or embodied by any deliverables produced by IndieSpring, or otherwise resulting from IndieSpring's services on behalf of Voyavation LLC, to Voyavation LLC;

(xx) Purchaser shall have received an amendment to the Services Agreement dated September 1, 2023 with Mesosys providing for: (i) a perpetual license to utilize Mesosys's preexisting intellectual property that Mesosys has incorporated into its development services performed on behalf of Voyavation LLC; and (ii) a present-tense intellectual property assignment assigning all right, title and interest in and to any and all intellectual property or proprietary rights contained in or embodied by any deliverables produced by IndieSpring, or otherwise resulting from IndieSpring's services on behalf of Voyavation LLC, to Voyavation LLC;

(xxi) Purchaser shall have received an agreement from MMI providing for: (i) a perpetual license to utilize MMI's preexisting intellectual property that MMI has incorporated into its development services performed on behalf of Voyavation LLC; and (ii) a present-tense intellectual property assignment assigning all right, title and interest in and to any and all intellectual property or proprietary rights contained in or embodied by any deliverables produced by MMI or otherwise resulting from MMI's services on behalf of Voyavation LLC, to Voyavation LLC;

(xxii) Purchaser shall have received an agreement from Phoenix Technologies providing for: (i) a perpetual license to utilize Phoenix Technologies's preexisting intellectual property that Phoenix Technologies has incorporated into its development services performed on behalf of Voyavation LLC; and (ii) a present-tense intellectual property assignment assigning all right, title and interest in and to any and all intellectual property or proprietary rights contained in or embodied by any deliverables produced by Phoenix Technologies, or otherwise resulting from Phoenix Technologies's services on behalf of Voyavation LLC, to Voyavation LLC and

(xxiii) Purchaser shall have received (i) a fully executed Supplemental Assumed Escrow Agreement, in form and substance mutually acceptable to Purchaser, Supplemental Claims Company, the DIP Agent, the Committee, and the Lenders in their sole discretion, establishing the Supplemental Assumed Claims Fund and (ii) evidence that the Supplemental Assumed Claims Fund has been funded by Supplemental Claims Company with the funds contributed as capital to Supplemental Claims Company by the Lenders or by Affiliates of the Lenders as required by Section 2.8 herein.

(xxiv) Sellers shall have delivered to Purchaser such other documents or instruments as Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(b) Any condition specified in Section 8.2(a) may be waived by the Purchaser; provided that no such waiver shall be effective against the Purchaser unless it is set forth in a writing executed by the Purchaser and consented to in writing by the Administrative Agent (acting at the direction of the requisite Lenders) and the DIP Agent (acting at the direction of the requisite DIP Lenders).

8.3 Conditions to Obligations of Sellers.

(a) The obligation of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of the Purchaser and Supplemental Claims Company contained herein shall be true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date) and Sellers shall have

received a certificate of the Purchaser and Supplemental Claims Company to such effect signed by duly authorized officers thereof;

(ii) the covenants and obligations that each of the Purchaser and Supplemental Claims Company is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Sellers shall have received a certificate of the Purchaser and Supplemental Claims Company to such effect signed by duly authorized officers thereof;

(iii) Sellers shall have received (A) a fully executed Supplemental Assumed Escrow Agreement, in form and substance mutually acceptable to Sellers, the DIP Agent, the Committee, and the Lenders in their sole discretions, establishing the Supplemental Assumed Claims Fund and (B) evidence that the Supplemental Assumed Claims Fund has been funded by Supplemental Claims Company with the funds contributed as capital to Supplemental Claims Company by the Lenders or by Affiliates of the Lenders as required by Section 2.8 herein; and

(iv) each of the deliveries required to be made to Sellers pursuant to Section 3.6 shall have been so delivered.

(b) Any condition specified in Section 8.3(a) may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

SECTION 9 **TERMINATION**

9.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other Parties hereto, at any time prior to the Closing Date:

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

(b) by either the Purchaser or Sellers if any Order that prohibits the consummation of the transaction shall have become final and not appealable;

(c) by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to 75 days from entry of the Sale Order (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 9.1(c) will not be available to a Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before the Termination Date;

(d) by written notice from Sellers to the Purchaser, if the Purchaser or Supplemental Claims Company breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.3(a)(i) or Section

8.3(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to the Purchaser of such breach or failure to perform; provided, however, that Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(d) if Sellers are then in breach of the terms of this Agreement such that the conditions set forth in Section 8.2(a)(i) or 8.2(a)(ii) would not be satisfied;

(e) by written notice from the Purchaser to Sellers, if any Seller breaches or fails to perform in any respect any of Sellers' representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.2(a)(i) or Section 8.2(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to Sellers of such breach or failure to perform; provided, however, that the Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(e) if the Purchaser or Supplemental Claims Company is then in breach of the terms of this Agreement such that the conditions set forth in Section 8.3(a)(i) or 8.3(a)(ii) would not be satisfied;

(f) automatically upon the closing of an Alternative Transaction;

(g) by the Purchaser, if, the Purchaser is not selected as the "Successful Bidder" or "Back-Up Bidder" (each as defined in the Bidding Procedures Order) at the conclusion of the Auction;

(h) by the Purchaser, if: (i) any Seller (A) withdraws the Bidding Procedures Motion or publicly announces its intention to withdraw the Bidding Procedures Motion, (B) refuses or fails to diligently prosecute the Bidding Procedures and Sale Motion, (C) moves to voluntarily dismiss the Bankruptcy Case, or (D) moves to convert the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code; (ii) the Bankruptcy Court shall not have issued the Bidding Procedures Order within 35 days of the Petition Date, or such Order shall have been vacated or reversed at any time, or such Order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent; (iii) the Sale Order has not been entered by the Bankruptcy Court within 65 days following the Petition Date, or such Order shall have been vacated or reversed at any time, or such Order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent or (iv) the Canadian Sale Recognition Order has not been entered by the Canadian Court within 7 days following the entry of the Sale Order by the Bankruptcy Court, or such order shall have been vacated or reversed at any time, or such order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent; or

(i) by the Purchaser, upon the appointment of a trustee or examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code.

9.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in this Section 9.2 or Section 9.3 and except

that each Party shall be liable for Fraud of this Agreement by such Party. Notwithstanding the foregoing, the provisions of Section 6.1(a), this Section 9.2, Section 9.3, Section 10 and Section 11 shall expressly survive the expiration or termination of this Agreement (and, to the extent applicable to the interpretation or enforcement of such provisions, Section 1).

(b) In the event this Agreement is validly terminated pursuant to Sections 9.1(e), (f), or (g), and provided that neither the Purchaser nor Supplemental Claims Company is in material breach of any provision of this Agreement prior to such termination and each is ready, willing and able to close the transactions contemplated hereby, Sellers shall pay the Reimbursement Amount and the Break-Up Fee to the Purchaser by wire transfer of immediately available funds to an account designated by the Purchaser within three (3) Business Days following the closing of an Alternative Transaction. In the event this Agreement is validly terminated pursuant to Sections 9.1(h), or (i), and provided that neither the Purchaser nor Supplemental Claims Company is in material breach of any provision of this Agreement prior to such termination and each is ready, willing and able to close the transactions contemplated hereby, Sellers shall pay the Reimbursement Amount to the Purchaser by wire transfer of immediately available funds to an account designated by the Purchaser within three (3) Business Days following the closing of an Alternative Transaction.

(c) Any obligation to pay the Reimbursement Amount and/or the Break-Up Fee hereunder shall be absolute and unconditional. Purchaser's claims to the Reimbursement Amount and the Break-Up Fee shall constitute allowed super-priority administrative claims against Sellers' bankruptcy estates under sections 503(b) and 507(a)(2) of the Bankruptcy Code and shall be payable as specified herein. Sellers hereby acknowledge and agree that (i) the right of the Purchaser to receive payment of the Reimbursement Amount and Break-Up Fee as set forth in this Section 9.2 is necessary and essential to induce the Purchaser to execute and deliver this Agreement and to enter into the transactions contemplated hereby, and that the Purchaser would not have done so without receiving such right and (ii) the obligation of Sellers to pay the Reimbursement Amount and Break-Up Fee as set forth in this Section 9.2 was negotiated at arms' length and in good faith and is (x) designed to maximize the value of the Sellers' bankruptcy estates, (y) fair, reasonable and appropriate, and (z) in the best interests of Sellers, the debtors, the bankruptcy estates and the estates' creditors, interest holders, stakeholders, and all other parties in interest.

(d) Nothing in this Section 9.2 or elsewhere in this Agreement shall be deemed to impair the right of Purchaser to bring any action or actions for specific performance, injunctive or other equitable relief (including the right of Purchaser to compel specific performance by Sellers of their obligations under this Agreement) pursuant to Section 11.8 prior to the valid termination of this Agreement; provided, that under no circumstances shall the Purchaser be permitted or entitled to receive both (i) the remedy of specific performance to cause the Closing and (ii) the payment of the Break-Up Fee and the Reimbursement Amount. The Parties acknowledge and hereby agree that in no event shall Sellers be required to pay the Break-Up Fee and Reimbursement Amount on more than one occasion. Each of the Parties further acknowledges that the payment by Sellers of the Break-Up Fee and the Reimbursement Amount is not a penalty, but rather liquidated damages in a reasonable amount that will compensate the Purchaser, together

with any additional damages to which the Purchaser may be entitled hereunder, in the circumstances in which such Break-Up Fee and Reimbursement Amount are payable, for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Except in the case of Fraud, the Purchaser's receipt in full of the return of the Good Faith Deposit and the Break-Up Fee and the Reimbursement Amount, as applicable, shall be the sole and exclusive monetary remedy of the Purchaser and Supplemental Claims Company against Sellers, and Sellers shall have no further liability or obligation, under this Agreement or relating to or arising out of any such breach of this Agreement or failure to consummate the transactions contemplated hereby.

9.3 Good Faith Deposit. In the event that this Agreement is terminated under Section 9.1(d), Sellers shall retain the Good Faith Deposit and neither Purchaser nor Supplemental Claims Company shall have any further rights thereto. In the event that this Agreement is terminated under Section 9.1(a), (b), (c), (e), (f), (g) (h), or (i) and provided that neither the Purchaser nor Supplemental Claims Company is in material breach of any provision of this Agreement prior to such termination, the Escrow Holder shall disburse to the Purchaser any amounts held in the Escrow Account pursuant to the terms in this Agreement and the Bidding Procedures. If the Agreement is terminated and the Good Faith Deposit would otherwise have been returned to the Purchaser under the immediately preceding sentence but for the second proviso therein, then, such Good Faith Deposit shall instead be paid over to Sellers without further action or deed and the Purchaser shall have no further rights thereto.

SECTION 10 **SURVIVAL**

The representations and warranties of the Purchaser, Supplemental Claims Company and Sellers made in this Agreement and the covenants of the Purchaser, Supplemental Claims Company and Sellers contained in this Agreement that, by their terms, are to be performed prior to the Closing shall not survive the Closing Date and shall be extinguished by the Closing and the consummation of the transaction contemplated by this Agreement. Absent Fraud, if the Closing occurs, neither the Purchaser nor Supplemental Claims Company shall have any remedy against Sellers, and Sellers shall not have any remedy against the Purchaser, Supplemental Claims Company or its Affiliates for (a) any breach of a representation or warranty contained in this Agreement (other than to terminate the Agreement in accordance with the terms hereof) and (b) any breach of a covenant contained in this Agreement with respect to the period prior to the Closing Date. The covenants and agreements contained herein that by their terms are to be performed after the Closing shall survive the Closing in accordance with their specified terms or, to the extent no such terms are specified, indefinitely, and nothing in this Section 10 shall be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement.

SECTION 11
GENERAL PROVISIONS

11.1 Confidential Nature of Information. Sellers, on the one hand, and Purchaser, on the other agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding Purchaser and its Affiliates and Sellers and their respective Affiliates, respectively, during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of the Purchaser, to its counsel, accountants, financial advisors and potential lenders, and in the case of Sellers, to their counsel, accountants and financial advisors). No Party shall use any confidential information referred to in the first sentence of this paragraph in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the enforcement of its rights hereunder and under the Ancillary Documents; provided, however, that after the Closing, the Purchaser may use or disclose any confidential information included in the Purchased Assets and may use or disclose other confidential information that is otherwise reasonably related to the Purchased Assets. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (a) is or becomes available to such Party from a source other than the disclosing Party, provided such other source was not, and such Party would have no reason to believe such source was, subject to a confidentiality obligation in respect of such information, (b) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (c) is required to be disclosed under applicable Legal Requirements or judicial process, including the Bankruptcy Case, but only to the extent it must be disclosed, (d) such Party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby or (e) Sellers deem necessary to disclose to comply with the Bidding Procedures Order.

11.2 No Public Announcement. Neither Sellers nor the Purchaser or Supplemental Claims Company shall, without the approval of Coach USA, Inc. (in the case of a disclosure by the Purchaser or Supplemental Claims Company) or the Purchaser (in the case of a disclosure by Sellers), make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by Legal Requirements, including as may be required by the Bankruptcy Case, the Bidding Procedures Order or other Order of the Bankruptcy Court, the Bankruptcy Code, securities Legal Requirements, or the rules of any stock exchange, in which case the other Party or Parties shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

11.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by electronic mail or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser or Supplemental
Claims Company, to:

Bus Company Holdings US, LLC
Newcan Coach Company ULC
One Rockefeller Plaza

-71-

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29th Floor
New York, NY 10020
ATTN: Josh Weiss, General Counsel of the
Renco Group
E-mail: jweiss@rencogrp.com

with copies to
(which shall not constitute notice):

McGuireWoods LLP
Tower Two-Sixty
260 Forbes Avenue
Suite 1800
Pittsburgh, PA 15222-3142
ATTN: Mark E. Freedlander
E-mail: mfreedlander@mcgureirewoods.com

If to Sellers, to:

c/o Coach USA, Inc.
160 S. Route 17 North
Paramus, NJ 07652
ATTN: Derrick Waters
Linda Burtwistle
Ross Kinnear
E-mail: derrick.waters@coachusa.com

ross.kinnear@coachusa.com

with copies to
(which alone shall not constitute
notice):

Alston & Bird LLP
90 Park Avenue
New York, NY 10016-1387
ATTN: Matthew Kelsey
Eric Wise
William Hao
E-mail: matthew.kelsey@alston.com
eric.wise@alston.com
william.hao@alston.com

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
ATTN: Sean Beach
Joe Mulvihill
E-mail: sbeach@ycst.com
jmulvihill@ycst.com

If to Administrative Agent and DIP
Agent, to:

WELLS FARGO BANK, NATIONAL
ASSOCIATION
1800 Century Park East, Suite 1100
Los Angeles, California 90067
Attn: Cameron Scott
Email: cameron.scott@wellsfargo.com

with a copy to
(which alone shall not constitute
notice):

GOLDBERG KOHN LTD.
55 E. Monroe Street, Suite 3300
Chicago, Illinois 60603
Attn: William Starshak, Esq. and
Dimitri Karcazes, Esq.
Fax No.: 312-201-4000
Email: william.starshak@goldbergkohn.com
dimitri.karcazes@goldbergkohn.com

or to such other address as such party may indicate by a notice delivered to the other party hereto.

All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 11.3 if delivered personally shall be effective upon delivery, if by overnight carrier shall be effective one (1) Business Day following deposit with such overnight carrier, if delivered by mail, shall be effective three (3) Business Days following deposit in the United States certified mail, postage prepaid, and if by e-mail prior to 6:00 p.m. ET, on the date of delivery to the email address set forth above, and if by e-mail at or after 6:00 p.m. ET, on the next Business Day, in each case provided the computer record indicates a full and successful transmission and no failure message is generated.

11.4 Successors and Assigns.

(a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto; provided, however, that the Purchaser shall be permitted to assign any of its rights, but not its obligations, hereunder to (i) any one or more Affiliates of Purchaser and (ii) its lenders as collateral security for its obligations under any of its secured debt financing arrangements.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

11.5 Entire Agreement; Amendments; Schedules. This Agreement, that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc., the Ancillary Documents and the Schedules referred to herein contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties; provided, however, that in no event shall this Agreement be amended without the prior written consent of the Administrative Agent on behalf of the Lenders and the DIP Agent on behalf of the DIP Lenders.

11.6 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof; provided, however that any such waivers or extensions shall also require the prior written consent of the Administrative Agent on behalf of the Lenders and the DIP Agent on behalf of the DIP Lenders. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. Except as otherwise provided herein, the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.7 Expenses. Each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

11.8 Remedies. The Parties recognize that if Sellers breach or refuse to perform as set forth in this Agreement, monetary damages alone would not be adequate to compensate the non-breaching Party for their injuries. Purchaser shall therefore be entitled, in addition to any other remedies that may be available, to seek to obtain specific performance of, or to enjoin the violation of, this Agreement. If any litigation is brought by the Purchaser to enforce this Agreement, Sellers shall waive the defense that there is an adequate remedy at law. The Parties agree to waive any requirement for the security or posting of any bond in connection with any litigation seeking specific performance of, or to enjoin the violation of, this Agreement. The Parties agree that the only permitted objection that they may raise in response to any action for specific performance or an injunction is that it contests the existence of a breach, threatened breach, or refusal to perform. The right of specific performance, injunctive and other equitable remedies is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement.

11.9 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

11.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Agreement.

11.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Legal Requirements of the State of Delaware applicable to contracts executed in and to be performed in that State. For clarity, the Parties agree that the Canadian Recognition Case shall be governed by, and construed in accordance with, the Legal Requirements of the Province of Ontario and the federal Legal Requirements of Canada applicable therein.

(a) All Actions arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court and the appellate courts therefrom, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that any Action arising out of or relating to the Canadian Recognition Case, shall be heard and determined in the Canadian Court and the appellate courts therefrom, and the Parties irrevocably submit to the exclusive jurisdiction of the Canadian Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties hereby consent to service of process by mail (in accordance with Section 11.3) or any other manner permitted by law.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, THE PURCHASER, SUPPLEMENTAL CLAIMS COMPANY, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.12 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person (including the Committee or any of its members, or any holder of a Supplemental Assumed Claim) any legal or equitable benefit, claim, cause of action, remedy or right of any kind; provided, however, that the Administrative Agent and the DIP Agent are and will remain a third-party beneficiary of, to, and under this Agreement to the extent of any Encumbrances or other rights or interests of the Administrative Agent and the Lenders or the DIP Agent and the DIP Lenders arising in or under, or otherwise relating to, the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the undersigned each

acknowledges, confirms, and agrees that all of Sellers' rights and interests in, under, and to this Agreement, including all of Sellers' rights and interests in, under, and to the Good Faith Deposit, are subject to any Encumbrances and other rights or interests therein from time to time granted or otherwise provided to the Administrative Agent and the DIP Agent, including under or in connection with any cash collateral order, debtor-in-possession financing order, or related documentation from time to time approved by the Bankruptcy Court, and including any Encumbrances granted or provided to the Administrative Agent or the DIP Agent from time to time under any of Sections 361 or 364 of the Bankruptcy Code.

11.13 No Rights against Lenders or DIP Lenders. Notwithstanding anything to the contrary contained in this Agreement, (i) no Seller shall have any rights or claims against the Administrative Agent, the DIP Agent or any Lender or DIP Lender, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing, whether at law or equity, in contract, in tort or otherwise and (ii) neither the Administrative Agent, the DIP Agent nor any Lender or DIP Lender shall have any Liability to any Seller for any obligations or liabilities of any Party under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing, whether at law or equity, in contract, in tort or otherwise.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amended Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

BUS COMPANY HOLDINGS US, LLC

By: _____
Name: Jim Reitzig
Title: Vice President

NEWCAN COACH COMPANY ULC

By: _____
Name: Jim Reitzig
Title: Vice President

SUPPLEMENTAL CLAIMS COMPANY:

SUPPLEMENTAL ASSUMED CLAIMS COMPANY,
LLC

By: _____
Name: Jim Reitzig
Title: Vice President

[Signatures Continue on Following Pages]

SELLERS:

[•]

By: _____
Name: _____
Title: _____

[•]

By: _____
Name: _____
Title: _____

SCHEDULE A

SELLERS

Sellers

1. Coach USA, Inc.
2. Coach USA Administration, Inc.
3. CUSARE, Inc.
4. 3329003 Canada Inc.
5. 3376249 Canada Inc.
6. 4216849 Canada Inc.
7. Barclay Airport Service, Inc.
8. Chenango Valley Bus Lines, Inc.
9. Dillon's Bus Service, Inc.
10. Douglas Braund Investments Inc.
11. Elko, Inc.
12. Hudson Transit Corporation
13. Hudson Transit Lines, Inc.
14. [Reserved]
15. Megabus Canada Inc.
16. Midtown Bus Terminal of New York, Inc.
17. Olympia Trails Bus Company, Inc.
18. Paramus Northeast Mgt Co., LLC
19. Perfect Body, Inc.
20. Rockland Coaches, Inc.
21. Route 17 North Realty, LLC
22. Sam Van Galder, Inc.
23. Short Line Terminal Agency, Inc.
24. Suburban Management Corp.
25. Suburban Trails, Inc.
26. Suburban Transit Corp.
27. Trentway-Wagar Inc.
28. Voyavation LLC
29. Wisconsin Coach Lines, Inc.
30. Mister Sparkle, Inc.
31. Community Bus Lines, Inc.
32. Community Coach, Inc.
33. Community Tours, Inc.
34. Community Transit Lines, Inc.
35. Community Transportation, Inc.
36. Megabus Northeast, LLC
37. Coach USA MBT, LLC
38. Rockland Transit Corp.
39. Trentway-Wagar (Properties) Inc.

EXHIBIT A

FORM OF ASSUMPTION AND ASSIGNMENT AGREEMENT

188187410_13

LEGAL02/44529125v3
LEGAL02/44529125v9

EXHIBIT B

BIDDING PROCEDURES MOTION

EXHIBIT C

BIDDING PROCEDURES ORDER

EXHIBIT D

FORM OF BILL OF SALE

EXHIBIT E
FORM OF SALE ORDER

EXHIBIT F

FORM OF SUPPLEMENTAL ASSUMED CLAIMS RELEASE

SCHEDULE "B"
FORM OF INFORMATION OFFICER'S CERTIFICATE

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS*
***ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF 3329003 CANADA INC., MEGABUS CANADA INC.,
3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR
(PROPERTIES) INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND
INVESTMENTS LIMITED**

**APPLICATION OF COACH USA, INC UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED**

INFORMATION OFFICER'S CERTIFICATE

RECITALS

- A. Pursuant to the Supplemental Order (Foreign Main Proceeding) of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 14, 2024, Alvarez & Marsal Canada Inc. was appointed as the Information Officer in these proceedings (the "**Information Officer**").
- B. Pursuant to an Order of the Court dated August 23, 2024 (the "**Recognition, Approval and Vesting Order**"), the Court, among other things, (i) recognized the *Order (A) Approving the Sale of Certain of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto, and (C) Granting Related Relief* of the United States Bankruptcy Court for the District of Delaware in the cases commenced by the

Chapter 11 Debtors pursuant to Chapter 11 of the United States Bankruptcy Code, and (ii) provided for the vesting in and to Newcan Coach Company ULC ("**Newco Canada**") of the Sellers', including 3329003 Canada, Inc., Megabus Canada Inc., 3376249 Canada, Inc., 4216849 Canada, Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., and Douglas Braund Investments Limited, right, title and interest in and to the Canadian Acquired Assets, which vesting is to be effective with respect to such Canadian Acquired Assets and Canadian Assumed Liabilities upon the delivery by the Information Officer to Newco Canada of a certificate substantially in the form appended to the Recognition, Approval and Vesting Order.

- C. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Recognition, Approval and Vesting Order.

THE INFORMATION OFFICER CERTIFIES the following:

1. The Foreign Representative, on behalf of the Sellers, has delivered written notice to the Information Officer and Newco Canada confirming, that each of the conditions precedent in favour of the Sellers contained in the Sale Agreement have been satisfied or waived;
2. Newco Canada has delivered written notice to the Information Officer and the Sellers confirming that each of the conditions precedent in favour of it contained in the Sale Agreement have been satisfied or waived; and
3. Subject only to the delivery of this certificate, the Transaction contemplated by the Sale Agreement has been completed to the satisfaction of Sellers and Newco Canada.

This Certificate was served by the Information Officer on the service list at [TIME] on [DATE]
in accordance with the Order.

**ALVAREZ & MARSAL CANADA INC., in its
capacity as Information Officer of the Canadian
Debtors and not in its personal or corporate
capacity**

Per:

Name:
Title:

SCHEDULE "C"
CANADIAN ASSIGNED CONTRACTS

Debtor	Counterparty	Agreement Type	Description
Trentway Wagar, Inc.	Metrolinx	Lease	30 Lakeshore Boulevard West
Trentway Wagar, Inc.	Nirtag Holdings Limited	Lease	6020 Indian Line Road, Mississauga, ON
Trentway Wagar, Inc.	Place Bonaventure Property Management Inc.	Lease	800 De La Gauchetiere Street W, Montreal, Quebec
Trentway Wagar, Inc.	Stonequest Management Inc.	Lease	Peterborough Office
Trentway Wagar, Inc.	Braund Investments Kingston Limited	Lease	1175 John Counter Boulevard
Trentway Wagar, Inc.	2131595 Ontario Inc.	Lease	7302 Kalar Road, Niagara Falls, ON
Trentway Wagar, Inc.	Nirtag Holdings Limited	Lease	0 Elmbank, Mississauga, ON
Trentway Wagar, Inc.	1001 Dominion Square Management, Inc	Lease	Sightseeing Sales Location
Trentway Wagar, Inc.	Metrolinx	Lease	1 Yorkdale Road, North York, ON
Trentway Wagar, Inc.	9313-4096 Quebec Inc.	Lease	5550 Monk Street, Montreal, Quebec
Trentway Wagar, Inc.	Clermont Investments Inc.	Lease	180 Hickson Avenue, Kingston, ON
Trentway Wagar, Inc.	1001 Dominion Square Management Inc.	Lease	Montreal Sightseeing Office
Trentway Wagar, Inc.	The Corporation of the City of Niagara Falls	Lease	4555 Erie Avenue, Niagara Falls, ON
Trentway Wagar, Inc.	Metrolinx	Lease	1340 Brock St. S, Whitby, ON
Trentway Wagar, Inc.	Badder Bus Service	Contract	Sales on mb.com
Trentway Wagar, Inc.	Niagara Parks Commission Licencing Office	Contract	Niagara Transit WEGO Tickets
Trentway Wagar, Inc.	Ontario Northland Transportation Commission	Contract	Tickets sold for Ontario Northland
Trentway Wagar, Inc.	Niagara Transit Commission	Contract	St. Catherines Sales Agent & Location Access
Trentway Wagar, Inc.	Riskified Inc	Contract	Online screening for fraudulent online Megabus sales purchases
Trentway Wagar, Inc.	Hamilton International Airport Limited	Contract	Access to Hamilton Airport
Trentway Wagar, Inc.	Niagara Parks	Contract	Niagara Parks Permits

Inc.	Commission Licencing Office		
Trentway Wagar, Inc.	Metrolinx	Contract	Yorkdale Terminal
Trentway Wagar, Inc.	Metrolinx	Contract	Whitby Platform
3329003 Canada Inc.	Gray Line Corporation	Contract	Commercial Agreement: License to use Trademarks in Montreal
Trentway Wagar, Inc.	Badder Bus Service	Contract	Commercial Agreement: License to use Trademarks
Trentway Wagar, Inc.	Bell Canada	Contract	Coach WiFi Bell Cellular
Trentway Wagar, Inc.	Bell Canada	Contract	Kingston Terminal Telephone System
Trentway Wagar, Inc.	Telus	Contract	CC Corp Cell Phones
Trentway Wagar, Inc.	Bell Canada	Contract	Peterborough Internet
Trentway Wagar, Inc.	Microage Technology Solutions	Contract	Offsite Tape/HD Storage
Trentway Wagar, Inc.	Rogers	Contract	Grayline Telematics SIMs
Trentway Wagar, Inc.	Bell Canada	Contract	Toronto Terminal Internet
Trentway Wagar, Inc.	Cogeco Connexion, Inc.	Contract	Niagara Falls Garage Internet
Trentway Wagar, Inc.	Microage Technology Solutions	Contract	Pager Support
Trentway Wagar, Inc.	Bell Canada	Contract	Montreal Terminal Internet
Trentway Wagar, Inc.	Bell Canada	Contract	Bell Canada
Trentway Wagar, Inc.	Rogers	Contract	CC Corp Cell Phones
Trentway Wagar, Inc.	Nexicom Inc.	Contract	PCI Fax Swright
Trentway Wagar, Inc.	Bell Canada	Contract	Pboro Satellite TV Service
Trentway Wagar, Inc.	Bell Canada	Contract	Bell Canada
Trentway Wagar, Inc.	American Presence Inc	Contract	Faxcon
Trentway Wagar, Inc.	Cogeco Connexion, Inc.	Contract	Business Solutions
Trentway Wagar, Inc.	Digicert	Contract	SSL Cert Renewal
Trentway Wagar, Inc.	Exadox	Contract	Work Order Scanning
Trentway Wagar, Inc.	Fresche Solutions Inc.	Contract	Presto Software

Trentway Wagar, Inc.	Meraki	Contract	Network Device Maintenance
Trentway Wagar, Inc.	CDW Canada, Inc.	Contract	Quadbridge
Trentway Wagar, Inc.	Solarwinds	Contract	Dameware Remote Control
Trentway Wagar, Inc.	CDW Canada, Inc.	Contract	Vmware
Trentway Wagar, Inc.	Xerox	Contract	Peterborough
Trentway Wagar, Inc.	Xerox	Contract	Mississauga
Trentway Wagar, Inc.	Xerox	Contract	Kingston Terminal
Trentway Wagar, Inc.	Xerox	Contract	Montreal Autocar
Trentway Wagar, Inc.	Xerox	Contract	Montreal Grayline
Trentway Wagar, Inc.	Bridgestone Americas Tire Operations, LLC	Contract	Tires

SCHEDULE "D"
QUEBEC REGISTRATIONS

Registrations to be discharged at the Quebec *Registre des droits personnels et réels mobiliers*:

Registration No. (and amendments)	24-0726588-0001
Registration Type	Conventional [Movable] Hypothec Without Delivery in the amount of \$500,000,000, with interest at the rate of 25%
Registration Date	June 13, 2024
Expiry	June 13, 2034
Debtors	3329003 Canada Inc., 3376249 Canada Inc., 4216849 Canada Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., Douglas Braund Investments Limited and Megabus Canada Inc.
Secured Party	Wells Fargo Bank, National Association
Collateral: Serial Number Goods	
Collateral: General	<p>L'universalité de tous les biens meubles et immeubles de chaque Constituant, présents et à venir, corporels et incorporels, de quelque nature qu'ils soient et où qu'ils soient situés.</p> <p>Définitions connexes:</p> <p>« Acte » désigne l'acte d'hypothèque intervenu entre les Constituants et le Titulaire dont il est fait référence à la rubrique « Référence à l'acte constitutif » des présentes;</p> <p>« Constituants » désigne, collectivement, 3329003 Canada Inc., 3376249 Canada Inc., 4216849 Canada Inc., TrentwayWagar Inc., TrentwayWagar (Properties) Inc., Megabus Canada Inc. et Douglas Braund Investments Limited (chacune un « Constituant »), et comprend tout successeur ou cessionnaire autorisé de celles-ci; et</p> <p>« Titulaire » désigne Wells Fargo Bank, National Association, en sa capacité de fondé de pouvoir au sens de l'article 2692 du Code civil du Québec, et comprend tout successeur et cessionnaire de celle-ci en cette capacité.</p>

Registration No. (and amendments)	24-0706606-0001
Registration Type	Conventional [Movable] Hypothec Without Delivery in the amount of \$800,000,000, with interest at the rate of 25%
Registration Date	June 10, 2024
Expiry	June 10, 2034
Debtors	3329003 Canada Inc., 3376249 Canada Inc., 4216849 Canada Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., Douglas Braund Investments Limited and Megabus Canada Inc.
Secured Party	Wells Fargo Bank, National Association
Collateral: Serial Number Goods	
Collateral: General	<p>L'universalité de tous les biens meubles et immeubles de chaque Constituant, présents et à venir, corporels et incorporels, de quelque nature qu'ils soient et où qu'ils soient situés.</p> <p>Définitions connexes:</p> <p>« Acte » désigne l'acte d'hypothèque intervenu entre les Constituants et le Titulaire dont il est fait référence à la rubrique « Référence à l'acte constitutif » des présentes;</p> <p>« Constituants » désigne, collectivement, 3329003 Canada Inc., 3376249 Canada Inc., 4216849 Canada Inc., TrentwayWagar Inc., TrentwayWagar (Properties) Inc., Megabus Canada Inc. et Douglas Braund Investments Limited (chacune un « Constituant »), et comprend tout successeur ou cessionnaire autorisé de celles-ci; et</p> <p>« Titulaire » désigne Wells Fargo Bank, National Association, en sa capacité de fondé de pouvoir au sens de l'article 2692 du Code civil du Québec, et comprend tout successeur et cessionnaire de celle-ci en cette capacité.</p>

Registration No. (and amendments)	19-0382551-0001
Registration Type	Conventional [Movable] Hypothec Without Delivery in the amount of \$800,000,000, with interest at the rate of 25%
Registration Date	April 16, 2019
Expiry	April 16, 2026
Debtors	3329003 Canada Inc., 3376249 Canada Inc., 4216849 Canada Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., Douglas

	Braund Investments Limited and Megabus Canada Inc.
Secured Party	Wells Fargo Bank, National Association
Collateral: Serial Number Goods	
Collateral: General	Each Grantor hypothecates in favor of the Hypothecary Representative, for the benefit of the Secured Parties, the entirety of its present and future property (excluding Excluded Assets), including movable and immovable, real and personal, corporeal and incorporeal, tangible and intangible assets, whether currently owned or subsequently acquired, regardless of location (Capitalized terms referred to in this have the meaning given to them in the RDPRM registrations).

Registration No. (and amendments)	24-0257999-0001
Registration Type	Reservation of Ownership (Instalment Sale)
Registration Date	March 6, 2024
Expiry	March 7, 2029
Debtors	Trentway-Wagar Inc. and Coach Canada
Secured Party	Bridgestone Americas Tire Operations, LLC
Collateral: Serial Number Goods	
Collateral: General	Bridgestone Americas Tire Operations, LLC retains ownership of the supplied property, including all tires and equipment, until the Debtors fulfill all payment obligations under the sale agreement.

SCHEDULE "E"
PERSONAL PROPERTY SECURITY ACT (ONTARIO) REGISTRATIONS

All charges, security interests or claims pursuant to the *Personal Property Security Act* (Ontario):

Secured Party	Debtor(s)	Collateral Class.					File No.	Reg. No.	Comments	
		CG	I	E	A	O				MV
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT	3329003 CANADA INC.		X	X	X	X	X	749975013 PPSA	20190409 1804 1862 6660 Reg. 7 year(s)	
	4216849 CANADA INC.									
	3376249 CANADA INC.									
	MEGABUS CANADA INC.									
	TRENTWAY-WAGAR INC.									
	TRENTWAY-WAGAR (PROPERTIES) INC.									
DOUGLAS BRAUND INVESTMENTS LIMITED										
Secured Party	Debtor(s)	Collateral Class.					File No.	Reg. No.	Comments	
TOK PERFORMANCE	TRENTWAY- WAGAR(PROPERTIES) INC.						X	507707766 RSLA	20240729 1747 1035 7548 Reg. 01 year(s)	
		Amount Secured: \$1007								
		2017 PREO H3D (VIN: 2PCH33499HC713827)								
		General Collateral Description: COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS AND/OR DISBURSEMENTS.								
Secured Party	Debtor(s)	Collateral Class.					File No.	Reg. No.	Comments	
TOK PERFORMANCE	TRENTWAY- WAGAR(PROPERTIES) INC.						X	507713508 RSLA	20240729 1825 1035 7551 Reg. 01 year(s)	
		Amount Secured: \$2656								
		2017 MC1 J45 (VIN: 2MG3JM8A4HW067806)								
		General Collateral Description: COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS AND/OR DISBURSEMENTS.								
Secured Party	Debtor(s)	Collateral Class.					File No.	Reg. No.	Comments	
THE BANK OF NOVA SCOTIA	TRENTWAY-WAGAR (PROPERTIES) INC.				X	X		759701214 PPSA	20200130 0923 1532 3295 Reg. 5 year(s)	
		General Collateral Description: ASSIGNMENT OF SPECIFIED ACCOUNTS (SVBC - \$400,000.00)								
Secured Party	Debtor(s)	Collateral Class.					File No.	Reg. No.	Comments	
THE BANK OF NOVA SCOTIA	TRENTWAY-WAGAR (PROPERTIES) INC.				X	X		759695616 PPSA	20200129 1934 1531 1767 Reg. 5 year(s)	
		General Collateral Description: ASSIGNMENT OF SPECIFIED ACCOUNTS (SBLC - \$750,000.00)								

Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.	Comments
		CG	I	E	A	O	MV			
TOK PERFORMANCE	TRENTWAY-WAGAR INC.						X	507708486 RSL4	20240729 1759 1035 7549 Reg. 01 year(s)	
Amount Secured: \$777 2014 VNHL DHD (VIN: YE2DH13B9E2042729) General Collateral Description: COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS AND/OR DISBURSEMENTS.										
Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.	Comments
		CG	I	E	A	O	MV			
TOK PERFORMANCE	TRENTWAY-WAGAR INC.						X	507713157 RSL4	20240729 1819 1035 7550 Reg. 01 year(s)	
Amount Secured: \$7655 2011 FREIGHTLINER CHA (VIN: 4UZABRDT3BCAX5797) General Collateral Description: COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS AND/OR DISBURSEMENTS.										
Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.	Comments
		CG	I	E	A	O	MV			
TOK PERFORMANCE	TRENTWAY-WAGAR INC.						X	507713571 RSL4	20240729 1831 1035 7552 Reg. 01 year(s)	
Amount Secured: \$1174 2011 MC1 J45 (VIN: 2MG3JMHA4BW065822) General Collateral Description: COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS AND/OR DISBURSEMENTS.										
Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.	Comments
		CG	I	E	A	O	MV			
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC	TRENTWAY-WAGAR INC. COACH CANADA		X	X		X		503285715 PPS4	20240306 1353 1901 7990 Reg. 05 year(s)	
General Collateral Description: FOR THE PURPOSE OF SECURING PAYMENT OF ALL SUMS THAT MAY BE OWED BY OPERATOR TO BRIDGESTONE, INCLUDING, BUT NOT LIMITED TO, PAYMENT FOR MILES RUN AND FOR ANY TIRES OR TUBES REQUIRED TO BE PURCHASED BY OPERATOR HEREUNDER, OPERATOR HEREBY GRANTS TO BRIDGESTONE A SECURITY INTEREST IN AND TO ANY TIRES, TUBES, TIRE CHANGERS OR OTHER EQUIPMENT FURNISHED BY BRIDGESTONE IN WHICH OPERATOR, BY VIRTUE OF PRESENT OR FUTURE LAWS OR THE OPERATION OF THIS AGREEMENT, HAS OR IS DEEMED TO HAVE AN INTEREST, WHEREVER THE SAME MAY BE, AND IN ANY PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF SAID TIRES, TUBES AND EQUIPMENT.										

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS Court File No: CV-24-00722168-00CL
AMENDED
AND IN THE MATTER OF MEGABUS CANADA INC., 3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR (PROPERTIES)
INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND INVESTMENTS LIMITED**

**APPLICATION OF COACH USA, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS
AMENDED**

Applicant

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**
Proceeding commenced at Toronto

**RECOGNITION, APPROVAL AND VESTING
ORDER**

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Lawyers for the Applicant

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED
APPLICATION OF COACH USA, INC. UNDER SECTION 46 OF THE COMPANIES CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36 AS AMENDED**

Court File No.: CV-24-00722168-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced in Toronto

**MOTION RECORD
(Volume 2 of 2)**

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