Court File No. CV-24-722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 23rd DAY
	)	
JUSTICE W.D. BLACK	)	OF AUGUST, 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

RECOGNITION, APPROVAL AND VESTING 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 August 19, 2024 (the "**Ware Affidavit**"), and the Third 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, counsel for the Purchaser (as defined below), and those other parties present, no one else

appearing although duly served as appears from the affidavits of service of Linda Fraser-Richardson sworn August 20, 2024 and August 21, 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;

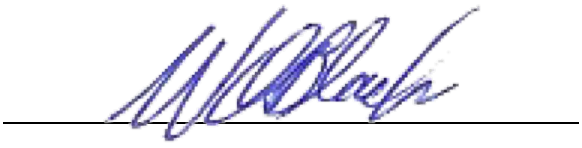
the vesting of the Canadian Acquired Assets in Newco Canada pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Canadian Debtors and shall not be void or voidable by creditors of any of the Canadian Debtors, nor shall it constitute nor be 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 THAT[3]:

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. ***Ipso 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 Authorities[4] 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.

(wwww) "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.

(eeeee) "Legal Requirement" means any Order, constitution, law, principle of common law, regulation, statute or treaty of any Governmental Authority.

(fffff) "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).

(iiiii) "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).

(llllll) "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

(cccccc) "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.

(ttttt) "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).

(wwwwww) "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.

(aaaaaaa) "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.

(fffffff) "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.

(jjjjjjj) "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.

(qqqqqqq) "Supplemental Claims Company" has the meaning specified in the preamble.

(rrrrrrr) "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).

(sssssss) "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.

(ttttttt) "Termination Date" has the meaning specified in Section 9.1(c).

(uuuuuuu) "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.

(vvvvvvv) "Title IV Plan" has the meaning specified in Section 4.14(a).

(wwwwwww) "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).

(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.

(cccccccc) "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.

(eeeeeeee) "Vehicles" means all motor vehicles, trucks and other rolling stock and all assignable warranties related thereto.

(ffffffff) "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.

(gggggggg) "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 reasonably 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 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

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@mcgurirewoods.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

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,	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	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. Définitions connexes: « 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; « 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 cellesci; et « 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 celleci en cette capacité.

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	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. Définitions connexes: « 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; « 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 cellesci; et « 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 celleci en cette capacité.

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. 4216849 CANADA INC. 3376249 CANADA INC. MEGABUS CANADA INC. TRENTWAY-WAGAR INC. TRENTWAY-WAGAR (PROPERTIES) INC. DOUGLAS BRAUND INVESTMENTS LIMITED		X	X	X	X	X	749975013 ***PPSA***	20190409 1804 1862 6660 Reg. 7 year(s)	

Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.	Comments
		CG	I	E	A	O	MV			
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
		CG	I	E	A	O	MV			
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
		CG	I	E	A	O	MV			
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
		CG	I	E	A	O	MV			
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 ***RSLA***	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 ***RSLA***	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 ***RSLA***	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 ***PPSA***	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 AMENDED Court File No: CV-24-722168-00CL

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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