

**BEFORE THE
SURFACE TRANSPORTATION BOARD
Docket No. MCF 21108**

ENTERED
Office of Proceedings
June 21, 2023
Part of
Public Record

IN THE MATTER OF

**ACADEMY EXPRESS LLC (A CARRIER), FRANMAR LEASING LLC (A
NON-CARRIER) – PURCHASE OF CERTAIN ASSETS OF JAMES RIVER
BUS LINES**

STB DOCKET NO. MCF-21108

**SUPPLEMENTAL INFORMATION RESPONSE IN SUPPORT OF
APPLICATION BY ACADEMY EXPRESS LLC (A CARRIER), FRANMAR
LEASING LLC (A NON-CARRIER), AND JAMES RIVER BUS LINES (A
CARRIER) D/B/A JAMES RIVER TRANSPORTATION TO APPROVE THE
SALE AND PURCHASE OF CERTAIN MOTOR COACH ASSETS OF
JAMES RIVER BUS LINES BY FRANMAR LEASING LLC AND THE
SIMULTANEOUS PURCHASE OF CERTAIN JAMES RIVER BUS LINES
NON-MOTOR COACH ASSETS BY ACADEMY EXPRESS LLC UNDER
THE TERMS OF AN ASSET PURCHASE AGREEMENT AMONG THE
PARTIES**

Academy Express LLC, a carrier, (hereinafter, “Express”) and Franmar Leasing LLC, a non-carrier, (hereinafter, “Franmar”) (collectively, “Purchasers”), respectfully submit the following.

Background

1. On May 9, 2023, Purchasers and James River Bus Lines d/b/a James River Transportation, USDOT 121035, MC-89805, (hereinafter “James”), as Seller, (collectively with Purchasers, “Applicants”) initiated this proceeding by filing with the Surface Transportation Board (the “STB”) their verified application for approval of Franmar’s purchase of certain motor coach assets of James and the simultaneous purchase of certain non-motor coach assets of James by Express (the “Application”).

2. On June 8, 2023, the STB directed Applicants to file and serve supplemental information described in its decision on the Application (STB Decision Docket No. MCF 21108, attached as Exhibit A).

Supplemental Information Requested by STB

First Request: Applicants are directed to file supplemental information describing with more specificity the nature of each entity's current operations, including, but not limited to: the nature of the charter (and any other motor passenger carrier) operations the parties provide and the other functions performed by Airport Express LLC; the states in which the parties and their affiliated motor carriers operate; and the extent to which those operations are conducted in interstate commerce.

1. Seller's Current Operations. Seller's Current Operations. Approximately 87% of James' motor coach passenger operations are conducted in the Commonwealth of Virginia from garage facilities located at 915 North Allen Avenue, Richmond, Virginia, 23220 and at 3141 Azalea Garden Road, Norfolk, Virginia 23513. James' interstate charter and contract passenger service is conducted only within the Commonwealth of Virginia and comprises approximately 13% of all current motor coach operations. James provides charter and contract passenger transportation to a variety of client types. Charter transport represents about 70% of James' revenue and includes single and multiple day trips for schools, colleges, corporations, the military and other leisure groups. Contract transportation consists of repetitive services such as shuttles and commuter transportation for corporations, the military, and the general public. Charter transportation represents about 30% of James' revenue. James' has gross annual revenues derived from passenger motor coach operations that exceed Two million (\$2,000,000) Dollars annually and meet the jurisdictional requirement of 49 CFR § 118.2(a)(5).

2. Seller's Corporate Structure. James is a corporation of the Commonwealth of

Virginia and an FMCSA passenger motor carrier operating interstate charter and contract passenger service in Virginia and the States of Alabama, Florida, Georgia, Delaware, Indiana, Maryland, North Carolina, New Jersey, New York, Ohio, Pennsylvania, South Carolina, and Tennessee. Attached hereto as Exhibit B is the intercorporate structure of James. James has sufficient insurance coverage under 49 U.S.C. Section 13906(a) and (d) to lawfully conduct the charter and contract motor coach passenger service that James provides and is an FMCSA motor carrier in good standing holding a "Satisfactory" rating (see. Exhibit "E I").

3. Purchaser's Current Operations. Express operates interstate charter and contract motor coach passenger services, in the states of Maine, Rhode Island, Massachusetts, Pennsylvania, Connecticut, New York, New Jersey, Delaware, North Carolina, South Carolina, Georgia, and Florida from garage facilities located in Massachusetts, Rhode Island, Connecticut, New Jersey, Maryland, Northern Virginia, and North Carolina. The Manager of Express is Francis Tedesco. Approximately 60% of Express's current charter and contract motor coach operations are interstate and approximately 40% of such operations are intrastate. Express provides charter and contract passenger transportation to a variety of client types. Charter transport represents about 60% of Express's revenue and includes single and multiple day trips for private individuals. Contract transportation consists of repetitive services such as shuttles and commuter transportation for corporations, the military, and the general public. Charter transportation represents about 40% of Express's revenue. The proposed acquisition of James motor coach and non-motor coach assets will have no effect upon Express's current and continued interstate and intrastate operations in those states because the level of transportation services provided by Express in such states will not change or be affected by the James acquisition. It is also anticipated that the James acquisition will have no effect upon competing

motor coach operators in those states and in the Commonwealth of Virginia because Express will operate the same equipment operated by James, using substantially the same personnel, at substantially the same service levels currently offered by James to its charter and contract customer base in the Richmond and Norfolk regions of Virginia. Industry wide driver, mechanic, and support personnel shortages, the cost of new equipment, and continuing manufacturer supply chain shortages continue to be limiting factors on the ability of motor coach operators to increased fleet size. These factors are expected to keep fleet size and transportation services at substantially current operating levels.

Express has sufficient insurance coverage under 49 U.S.C. Section 13906(a) and (d) to lawfully conduct the charter and contract motor coach passenger service that Express provides and is an FMCSA motor carrier in good standing (see Exhibit D) holding a "Satisfactory" safety rating (see Exhibit E).

3 Purchasers' Corporate Structure. See Response to Additional Information Remaining Requests, Page 8, Par. 2 et. seq., infra.

Second Request: Applicants are directed to provide similar additional detail regarding the services Express would provide after the contemplated transaction, if approved, is consummated. Exhibit A, 2.

1. Express and James are charter bus companies that perform charter and contract passenger transportation services. Express intends to lease the current James garage facilities and to continue the charter and contract transportation services provided by James to its current customer base and offer such services to the general public in the area. James' current operations, and charter and contract passenger service customer base are in Richmond and Norfolk. The only Academy garage in Virginia is operated by Express and located at 7920 Gainsford Court, Bristow, Virginia, 20136. The Academy garage is not centrally

located to provide service to James's charter and contract consumers in the Richmond and Norfolk regions of Virginia. Following the acquisition, Express will operate from the existing James garage facilities at 915 North Allen Avenue, Richmond, Virginia, 23220 and at 3141 Azalea Garden Road, Norfolk, Virginia 23513, using the James motor coach assets to better serve James's charter and contract customers located in Richmond and Norfolk regions. The transaction contemplates that Express will continue the same charter and contract transportation services currently provided by James. James' current fleet size remains at 91% of pre-covid levels. James' current motor coach fleet is sufficient in size to meet the James customer base charter and contract service level transportation requirements. Franmar will purchase the James motor coach assets and lease them back to Express. Express will run the James motor coach assets purchased to provide substantially the same charter and contract transportation services using the pool of drivers, mechanics, and service support personnel currently employed by James that accept employment with Express. It is anticipated that substantially all James employees will be offered employment opportunities by Express and that there will be no meaningful loss of employment by James employees as a result.

2. There is currently an industry wide driver, mechanic, and transportation support personnel shortage in the motor coach industry which itself limits fleet expansion and increased transportations services. The hiring of James's current personnel to continue to provide substantially the same passenger motor coach services to the James customer base is a substantial benefit to Express by permitting Express to acquire a pool of trained personnel that otherwise would not be available for hire. The drivers, mechanics and support personnel are fully trained and familiar with the James customer base. The result will be

increased efficiencies in operations. Notably, approximately 87% of James transportation services are performed within the Commonwealth of Virginia from James garage facilities located in Central Virginia and Hampton Roads at Richmond and Norfolk. James motor coach operations outside the Commonwealth of Virginia are minimal, approximately 13% of total charter and contract operations. Furthermore, James intrastate passenger transportation services are *only* offered within the Commonwealth of Virginia. Express will provide the same charter and contract transportation services to the James intrastate customer base.

3. Richmond and Norfolk are separate charter and contract passenger markets from Northern Virginia, where the only Academy garage in Virginia is located. The acquisition of the James motor coach assets and garage lease locations will permit Express to more efficiently provide transportation services to James's charter and contract customers. Express also provides charter and contract transportation services in the District of Columbia and Maryland. James, by contrast, provides such services primarily to the Richmond and Norfolk markets.

4. Express and Franmar's acquisition of James' motor coach assets will have no or minimal impact on competing passenger charter and contract motor carriers because the effect of the transaction results in Express replacing James as the Operator. Express will provide substantially the same charter and contract passenger services to James' customer base at the substantially the same service levels currently provided by James. Express will use the current James motor coach fleet that will remain substantially unchanged following the acquisition. Following closing James will permanently withdraw from the passenger motor coach business and surrender its operating certificates. Express does not require the James operating certificates because it holds operating authority from FMCSA to conduct interstate passenger operations in forty-eight states and also holds intrastate charter and contract operating certificates from the

Commonwealth of Virginia.

5. Therefore, due to these limiting factors, the Parties do not anticipate that the acquisition of James motor coach assets will have a substantial negative impact on competitors. Moreover, the Academy affiliates, (i.e., Lines, Airport, and Bus (FL)), do not conduct any regular and primary charter or contract passenger service operations in the Commonwealth of Virginia, the primary market in which James operates.

Third Request: The application is missing information required by the Board's regulations relating to the safety fitness rating of Academy Bus LLC (Florida), an affiliated carrier, and does not certify that Express has sufficient insurance coverage. Exhibit A, 2-3.

Bus (FL) has sufficient insurance coverage under 49 U.S.C. Section 13906(a) and (d) to lawfully conduct the charter and contract motor coach passenger service that Bus (FL) provides, (see Exhibit D). Bus (FL) is an FMCSA motor carrier in good standing holding a "Satisfactory" safety rating (see Exhibit E).

Fourth Request: It is unclear that the service requirements specified in 49 C.F.R. § 1182.3 have been met. Accordingly, applicants are directed to either (i) serve the FMCSA with a copy of the application (inasmuch as the APA allows Express to elect to transfer James's operating certificates) or (ii) certify that there will be no transfer of James's operating authorities or registrations (such that service on the FMCSA would not be required under § 1182.3(a)(2)). Applicants must also serve a copy of their supplemental filing in accordance with the requirements of § 1182.3, including the certification specified in § 1182.3(b). See Exhibit A, 3-4.

1. NO FMCSA OR INTRASTATE OPERATING CERTIFICATES WILL BE TRANSFERRED BY JAMES TO EXPRESS OR TO ANY AFFILIATE.

2. Express, Lines, Bus (FL), and Airport are FMCSA passenger motor carriers and currently hold FMCSA motor coach passenger operating authority to transport passengers in interstate and intrastate commerce. Consequently, James' FMCSA passenger motor coach operating authority will not be transferred to Express or to any of its affiliates because such authority is duplicative and unnecessary for the previously mentioned companies

to continue to conduct passenger motor carrier operations and service James' customer base. Similarly, Express holds intrastate operating authority issued by the Virginia Department of Motor Vehicles and will not require James intrastate operating authority to continue intrastate motor coach passenger operations. Consequently, the James intrastate operating authorities will be surrendered by James within thirty (30) days of the closing date.

Remaining Requests: Applicants are directed to correct the application to clarify certain unclear terms used in the Application that create confusion regarding the Purchaser's intercorporate structure of the corporate family of motor passenger carriers affiliated with the parties. Relatedly, the application does not appear to provide a complete "top to bottom" summary of the intercorporate structure of the corporate family of motor passenger carriers affiliated with the parties, as required by 49 C.F.R. § 1182.2(a)(4). See Exhibit A, 3-5.

Clarification and correction of the terms and organizational charts.

1. References to "Academy," "Academy Trust" and "Academy (Florida) EBS Trust" or to the "Academy Companies" in the Application and this supplemental information response refer to Express and its affiliates, Lines, Bus (FL), and Airport.

PURCHASER'S CORPORATE STRUCTURE

2. The "ESBT Trust," a non-carrier, refers to the Tedesco Family ESBT Trust (in the Application and hereinafter, "ESBT Trust"). The ESBT Trust owns and controls the FMCSA carriers Express, Lines, and Airport and the non-carriers Franmar Logistics Inc, Franmar Equities Inc., Franmar Leasing LLC, Franmar Logistics LLC, and Academy Bus LLC (NJ) (hereinafter "Bus (NJ).") Francis and Mark Tedesco (the "Tedescos"), as individuals, are the lifetime beneficiaries of the ESBT Trust through which the Tedescos exercise ownership and control of Express, Lines, Airport and the affiliated non-carriers listed above. Express, Lines and Airport each have gross annual revenues derived from passenger motor coach operations that

exceed Two Million (\$2,000,000.00) Dollars annually and meet the jurisdictional requirement of 49 CFR § 118.2(a)(5).

The ESBT Trust indirectly owns and controls the FMSCA passenger motor carriers Express, Lines, Airport; and the non-carriers Franmar, Franmar Equities Inc., Franmar Logistics Inc., Franmar Logistics LLC, and Bus (NJ). Attached hereto as Exhibit C is the intercorporate structure of the ESBT Trust. Exhibit C identifies the corporate structure of the Academy Companies controlled by the ESBT Trust through the holding companies Franmar Logistics Inc. (a non-carrier), Franmar Equities Inc. (a non-carrier), and Academy Bus LLC (NJ), hereinafter “Bus NJ,” a non-carrier. Bus (NJ) is the single member of the three Academy FMSCA motor carriers Express, Lines, and Airport, all of which are limited liability companies organized in the State of New Jersey.

Exhibit C also identifies Franmar (a non-carrier). Franmar is a New Jersey limited liability company. Franmar is controlled by the ESBT Trust and is exclusively engaged in the ownership and leasing of passenger motor coaches to its affiliated Academy Companies described above each of which is indirectly controlled by Francis Tedesco and Mark Tedesco through the respective Trusts identified herein. The manager of Franmar is Francis Tedesco. In this transaction, Franmar will purchase all the motor coach assets of JAMES and lease those motor coaches’ assets to Express to service the James charter and contract customer base.

a. Academy Logistics LLC (a non-carrier) described in Exhibit C is owned and controlled by Express. Academy Logistics LLC purchases transportation services and is not a party to the APA transaction.

c. Lines is a New Jersey limited liability company, and an FMCSA passenger motor carrier controlled by the Tedesco Family ESBT Trust and is an affiliate of

Express under the common control of the Tedesco family. Lines operates interstate passenger commuter service and charter passenger service primarily in the States of New York and New Jersey from garage facilities located in New Jersey. The Manager of Lines is Francis Tedesco. Lines has sufficient insurance coverage under 49 U.S.C. Section 13906(a) and (d) to lawfully conduct the charter and contract motor coach passenger service that Lines provides, (see Exhibit D) and is an FMCSA motor carrier in good standing holding a "Satisfactory" safety rating (see Exhibit E). Lines is not a party to the JAMES transaction and is identified because it is under the common control of the Tedescos' along with the other Academy Companies identified herein.

d. Airport is a New Jersey limited liability company, and an FMCSA passenger motor carrier controlled by the Tedesco Family ESBT Trust and is an affiliate of Express under the common control of the Tedesco family. The Manager of Airport is Francis Tedesco. Airport was formerly Number 22 Hillside LLC, but in 2022 changed its corporate name through New Jersey State and FMCSA filings to Airport Express LLC.

Airport has sufficient insurance coverage under 49 U.S.C. Section 13906(a) and (d) to lawfully conduct the charter and contract motor coach passenger service that Lines provides, (see Exhibit D), and is an FMCSA motor carrier in good standing holding an "Unrated" safety rating (See Exhibit E). Airport does not currently conduct any motor coach or transportation services.

Airport is not a party to the James transaction and is identified because it is under the common control of the Tedescos' along with the other Academy Companies identified herein.

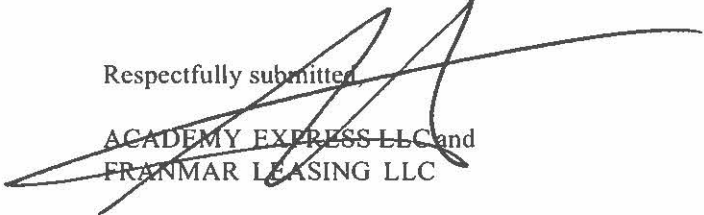
3. Academy (Florida) ESB Trust (in the Application and hereinafter, the "Florida Trust"), a non-carrier, owns and controls the FMSCA passenger motor carrier Bus (FL)Academy Bus LLC (FL). Francis and Mark Tedesco (the "Tedescos"), as individuals, are the lifetime beneficiaries of the Florida Trust through which the Tedescos exercise ownership and control of

Bus (FL). Bus (FL) is not a party to the asset purchase agreement (“APA”) described in the Application. Bus (FL) has gross annual revenue derived from passenger motor coach operations that exceed Two Million (\$2,000,000.00) Dollars annually and meet the jurisdictional requirement of 49 CFR § 118.2(a)(5). The Florida Trust. Attached hereto as Exhibit C 1 is the intercorporate structure of the Florida Trust. The Florida Trust owns and controls the FMCSA passenger motor carrier Academy Bus LLC (FL) (a carrier). Bus (FL) is not a party to the asset purchase agreement described in this Application.

a. Bus (FL) is a Florida limited liability company, and an FMCSA passenger motor carrier controlled by the Florida Trust and an affiliate of Express under the common control of the Tedesco family which also indirectly controls Express through the ESBT Trust. Bus (FL) operates interstate charter and contract motor coach passenger service primarily in the States of North Carolina, South Carolina, Georgia, and Florida from garage facilities located in North Carolina and Florida. The Manager of Bus (FL) is Francis Tedesco. Approximately 50% of Bus (FL)'s current charter and contract motor coach operations are interstate and approximately 50% of such operations are intrastate. Bus (FL) has sufficient insurance coverage under 49 U.S.C. Section 13906(a) and (d) to lawfully conduct the charter and contract motor coach passenger service that Bus (FL) provides, (see Exhibit D) and is an FMCSA motor carrier in good standing holding a "Satisfactory" safety rating (see Exhibit E). Bus (FL) is not a party to the James transaction and is identified because it is under the common control of the Tedescos' along with the other Academy Companies identified herein.

WHEREFORE, Applicants ask the Board to authorize the purchase of certain assets of JAMES (a carrier) by the Buyers, Academy Express LLC (a carrier) and Franmar Leasing LLC (a non-carrier).

Respectfully submitted,


ACADEMY EXPRESS LLC and
FRANMAR LEASING LLC

By their attorney,

FERRARA AND ASSOCIATES
111 Paterson Avenue
Hoboken, New Jersey 07030
Attention: Joseph J. Ferrara, Esq.
Email: jferrara@academybus.com
Phone: 201-798 5010

Dated: June ^{25th}, 2023

SELLERS VERIFICATION

I, Stephen W. Story, a shareholder, the president and chief executive officer of James River Bus Lines, a Virginia corporation doing business as James River Transportation (James River"), declare under penalty of perjury, under the laws of the United States of America, that I have read the foregoing Application and its contents are true and correct to the best of my knowledge, information, and belief. I further declare that I am qualified and authorized to submit this verification on behalf of James River. I know that willful misstatements or omission of material fact constitute Federal criminal violations punishable under 18 U.S.C. 1001 by imprisonment up to five years and fines up to \$10,000 for each offense. Additionally, these misstatements are punishable as perjury under 18 U.S.C. 1621, which provides for fines of up to \$2,000 or imprisonment of up to five years for each offense.

Dated at Richmond, Virginia this ^{24th} day of June 2023

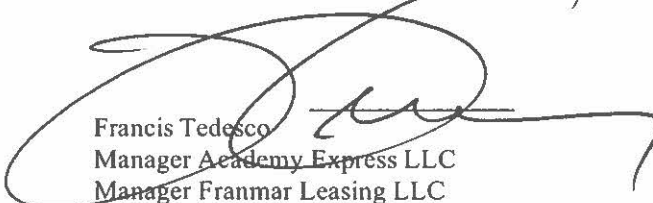
Stephen W. Story
President



BUYERS VERIFICATION

I, Francis Tedesco, Manager of the Academy Express LLC and Franmar Leasing LLC and the Trustee of the Tedesco Family ESBT Trust declare under penalty of perjury, under the laws of the United States of America, that I have read the foregoing Application, and that its contents are true and correct to the best of my knowledge, information, and belief. I further declare that I am qualified and authorized to submit this verification on behalf of Academy Express LLC and Franmar Leasing LLC. I know that willful misstatements or omission of material fact constitute Federal criminal violations punishable under 18 U.S.C. 1001 by imprisonment up to five years and fines up to \$10,000 for each offense. Additionally, these misstatements are punishable as perjury under 18 U.S.C. 1621, which provides for fines up to \$2,000 or imprisonment up to five years for each offense.

Dated at Hoboken, NJ, this ¹⁷11 day of June 2023.



Francis Tedesco
Manager Academy Express LLC
Manager Franmar Leasing LLC
Trustee The Tedesco Family ESBT Trust

Certificate of Service

49 c.F.R. § 1104.12- service of Pleadings

I certify that I have this day transmitted for service, copies of the Surface Transportation Board Application filed in the above matter under 49 USC 14307 and upon all parties of record in this proceeding by the method identified below

Douglas L. Sbertoli | Attorney | Williams Mullen
Williams Mullen Center,
200 South 10th Street, Suite 1600
Richmond, Virginia, 23219
Attorneys for James River Transportation

Served by: Email.

Virginia Department of Motor Vehicles

P.O. Box 27412

Richmond, Virginia

Attention: Motor Carrier Unit

Served by US Mail

Chief of Licensing and Insurance
Federal Motor Carrier Safety Administration
Washington, DC, 20590

Attention: Motor Carrier Unit

Served by US Mail

Date: June 21, 2023

/s/ Giselle Hasher
Giselle Hasher
Ferrara & Associates
111 Paterson Avenue
Hoboken, New Jersey, 07030

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EXHIBIT A

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SERVICE DATE – JUNE 8, 2023

SURFACE TRANSPORTATION BOARD

DECISION

Docket No. MCF 21108

ACADEMY EXPRESS LLC AND FRANMAR LEASING LLC—PURCHASE OF CERTAIN
ASSETS OF JAMES RIVER BUS LINES

Decided: June 8, 2023

On May 9, 2023, Academy Express LLC (Express), a motor carrier of passengers; Franmar Leasing LLC (Franmar),¹ a noncarrier; and James River Bus Lines (James), a motor carrier of passengers (collectively, Applicants), filed an application under 49 U.S.C. § 14303 for approval of the sale of certain assets of James to Express and Franmar. The application states that, as a result of the proposed transaction, Franmar would acquire the motor carrier assets of James (consisting of 28 motor coaches and 17 mini-motor coaches) and that Express would acquire non-motor carrier assets of James (consisting of customer lists, telephone numbers, website and related software, pending customer contracts and associated deposits, parts, equipment, supplies, and intangibles used by James in its charter business operation). (Appl. 2.)

Pursuant to 49 U.S.C. § 14303 and the corresponding regulations at 49 C.F.R. part 1182, applicants are required to file an application that includes, among other things, a description of the proposed transaction; identification of any motor passenger carriers affiliated with the parties, a brief description of their operations, and a summary of the intercorporate structure of the corporate family from top to bottom; and information to demonstrate that the proposed transaction is consistent with the public interest. See 49 C.F.R. § 1182.2(a).

In processing an application, the Board will review it for completeness. If the application is accepted as complete, a summary is published in the Federal Register within 30 days after the application is filed. Incomplete applications may be rejected. However, applicants are given an opportunity to correct minor errors or omissions, in which case the filing date of the application, for purposes of calculating the procedural schedule and statutory deadlines, is deemed to be the date on which the complete information is filed with the Board. See 49 C.F.R. § 1182.4(a)-(b).

Here, although the application contains some information for each of the categories of information required under 49 C.F.R. § 1182.2(a), the information given on several items is not sufficient to provide the Board and the public with the required notice of the nature and effect of the proposed transaction. Therefore, additional information is needed for the application to be considered complete.

¹ The application also seems to refer to this party as “Franmar Leasing, Inc.” (See Appl. 5-6.)

First, although the application includes the operating authorities (motor carrier license numbers granted by the Federal Motor Carrier Safety Administration (FMCSA)) of Express, James, and Express's motor carrier affiliates,² it does not identify the states in which each entity operates or provide meaningful detail on the nature of their respective operations. For example, the application simply describes Express—a party to the transaction—as “a charter bus operator, primarily in the Northeast.” (Appl. 7.) Similarly, the application states that Airport Express LLC (an affiliate of Express) is “a motor carrier of passengers performing a variety of functions,” (*id.* at 7), but only identifies one function, namely, “regular route commuter transportation” in New Jersey, (*id.* at 5). Academy Lines LLC (another affiliate) is described only as a “leading commuter regular route transportation compan[y] in the New York Metropolitan area and the East Coast of the United States,” (*id.* at 5), that operates “primarily in the New York-New Jersey area,” (*id.* at 7). No information is provided about Academy Bus LLC (Florida)'s business or the states in which it operates. Nor does the application identify the states (other than Virginia) in which James conducts interstate motor passenger carrier operations or describe the nature of the charter business operations James conducts. Applicants therefore will be directed to file supplemental information describing with more specificity the nature of each entity's current operations, including, but not limited to: the nature of the charter (and any other motor passenger carrier) operations the parties provide and the other functions performed by Airport Express LLC; the states in which the parties and their affiliated motor carriers operate; and the extent to which those operations are conducted in interstate commerce.

Second, Applicants will be directed to provide similar additional detail regarding the services Express would provide after the contemplated transaction, if approved, is consummated. The application appears to indicate that Express currently provides transportation services to customers throughout Virginia, and in interstate commerce involving the state of Virginia, and that James provides services in at least some of the same markets. (See Appl. 3, 9.) Per 49 C.F.R. § 1182.2(a)(7), Applicants should explain how the proposed transaction would affect competitive conditions in the relevant markets and describe any overlap in markets currently served by James and Express (or any of Express's affiliated carriers).³

Third, the application is missing information required by the Board's regulations relating to the safety fitness rating of Academy Bus LLC (Florida), an affiliated carrier,⁴ and does not certify that Express has sufficient insurance coverage under 49 U.S.C. § 13906(a) and (d) for the

² The application identifies three motor passenger carrier affiliates of Express: Airport Express LLC, Academy Lines LLC, and Academy Bus LLC (Florida). (See Appl. 4-5.)

³ See, e.g., Appl. 9-11, Jan. 23, 2023, Avalon Motor Coaches, LLC—Acquis. of Control—Wynne Transp., LLC, MCF 21105; Appl. 9-11, June 14, 2022, Van Pool Transp. LLC—Acquis. of Control—F.M. Kuzmeskus, Inc., MCF 21099.

⁴ See 49 C.F.R. § 1182.2(a)(8) (requiring certification by the applicant of the current U.S. Department of Transportation (USDOT) safety fitness rating “of each motor passenger carrier involved in the transaction, whether that carrier is a party to the transaction or is affiliated with a party to the transaction”).

service it intends to provide.⁵ Applicants are directed to provide this information and the certifications required by the regulations at 49 C.F.R. § 1182.2(a)(8) and § 1182.2(a)(9).

Fourth, it is unclear that the service requirements specified in 49 C.F.R. § 1182.3 have been met. The application states that “no operating certificates are to be sold or acquired under this transaction,” and that James’s operating certificates “are to be surrendered following the closing of the transaction.” (Appl. 6.) However, the Asset Purchase Agreement (APA) permits Express (defined in the APA as “Academy”) to elect to request the transfer of James’s operating certificates. (See Appl., Ex. C at 18, 52.) At the same time, the certificate of service does not include the FMCSA on the service list and does not include the certification specified by § 1182.3(b). Accordingly, applicants are directed to either (i) serve the FMCSA with a copy of the application (inasmuch as the APA allows Express to elect to transfer James’s operating certificates) or (ii) certify that there will be no transfer of James’s operating authorities or registrations (such that service on the FMCSA would not be required under § 1182.3(a)(2)). Applicants must also serve a copy of their supplemental filing in accordance with the requirements of § 1182.3, including the certification specified in § 1182.3(b).

The application also includes several statements and references that are unclear or create confusion. For example, the jurisdictional statement provided under 49 C.F.R. § 1182.2(a)(5) states:

The motor carriers of passengers directly or indirectly owned and controlled by the Academy Trust have gross annual operating revenues of more than \$2 million. The motor carriers of passengers directly or indirectly owned and controlled by the Academy (Florida) ESB Trust (Academy Bus LLC (Florida)[)] has gross annual operating revenues of more than \$2 million.

(Appl. 7-8.) However, neither the “Academy Trust” referenced in the first sentence, nor the “Academy (Florida) EBS Trust” referenced in the second sentence, is defined in the application, which states elsewhere that Academy Bus LLC (Florida) “is owned by The Tedesco (Florida) ESB Trust (hereinafter the ‘Florida Trust’).” (*Id.* at 4.) Applicants are directed to correct the application to provide consistent references to the trusts identified in the application, and to clarify which specific motor carrier(s) are included in their jurisdictional statement.

Similarly, the application contains several references to “Academy,” which is not a defined term. (See, e.g., *id.* at 4 (referencing “acquisition of James by Academy and the incorporation of the James charter business operations into Academy’s existing charter business”; *id.* at 6 (stating that “[t]he motor coaches acquired by Franmar’s purchase will be added to Franmar’s fleet of buses for lease to its affiliated Academy companies”); *id.* at 10 (referring to “Academy” insurance policies). Applicants are directed to correct or clarify these references (and, if they deem it appropriate to use a collective term, to define that term) so that

⁵ See 49 C.F.R. § 1182.2(a)(9) (requiring certification by the party acquiring any operating rights through the transaction that it has sufficient insurance coverage under 49 U.S.C. § 13906(a) and (d) for the service it intends to provide).

statements in the application that now contain a general reference to “Academy” identify with precision the company or companies to which they are intended to refer.

Relatedly, the application does not appear to provide a complete “top to bottom” summary of the intercorporate structure of the corporate family of motor passenger carriers affiliated with the parties, as required by 49 C.F.R. § 1182.2(a)(4). The application states that three motor passenger carriers are owned by the Tedesco Family ESBT Trust (the ESBT Trust): Express; Airport Express LLC; and Academy Lines LLC. (Appl. 7.) However, these three companies are not shown in Exhibit B—a chart described as depicting the ESBT Trust’s organizational structure, (see id.), when, in a previous transaction involving Express as a purchaser, two of the companies (Express and Academy Lines LLC) were shown on a similar chart, along with another motor carrier (No. 22 Hillside LLC) that is not mentioned in the pending application, (see Appl. 4-5, 11 (chart), July 24, 2014, Academy Express, LLC—Acquis. of Properties of Go Bus LLC & its affiliate, MCIZ Corp. (Academy Express/Go Bus), MCF 21059).⁶ Additionally, the pending application states that a fourth affiliated motor carrier—Academy Bus LLC (Florida), owned by a separate trust (The Tedesco (Florida) ESB Trust)—is “under the common control of the Tedescos along with the other Academy companies that are parties to the transaction.” (Appl. 5.) However, in the pending application, this trust and its holdings are not depicted on an organization chart. (Compare Appl. Ex. B (presenting chart that does not depict this trust and its holdings), MCF 21108 with Appl. 12, July 24, 2014, Academy Express/Go Bus, MCF 21059 (providing chart that does contain this information).)

The information in Exhibit B also appears to be both incomplete and inconsistent with the application’s description of non-carrier holdings under the ESBT Trust. According to the description in the application, Franmar Leasing LLC is controlled by the ESBT Trust. (Appl. 5.) However, Exhibit B (which, according to the application, identifies the ESBT Trust’s organizational structure) does not depict Franmar Leasing LLC. Rather, it depicts an entity identified as “Franmar Logistics Inc.”—but that entity is shown as a company that is **not** owned or controlled by the ESBT Trust, and it is not otherwise mentioned in the application. Moreover, the chart appears to suggest that Franmar Logistics Inc. owns a controlling (99%) membership interest in Express, and the ESBT Trust owns only 1%, while the application states that “Express and Franmar are affiliated entities under common control.” (Appl. 1.) Applicants will be directed to clarify and, where necessary, correct the information about their corporate structure and holdings described in these two paragraphs. Applicants should also provide complete, updated organizational charts that contain the type of information depicted in the charts submitted in Docket No. MCF 21059 (cited above).

⁶ In Docket No. MCF 21059, No. 22 Hillside LLC is listed as having USDOT No. 943547 and holding interstate operating authority under No. MC-413531, (see Appl. 4, Academy Express/Go Bus, MCF 21059), while, in the pending application, Airport Express LLC is listed as having the same USDOT number (No. 943547) but holding operating authority under No. MC-413631. Applicants should explain whether the motor passenger carrier identified in Docket No. 21059 as No. 22 Hillside LLC continues to exist, the nature of its operations (if any), and its relationship to Airport Express LLC, and should confirm the accuracy of the USDOT number and the FMCSA docket number provided for Airport Express LLC.

Applicants shall supplement, and clarify or correct, the application as discussed above by June 22, 2023.

This action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

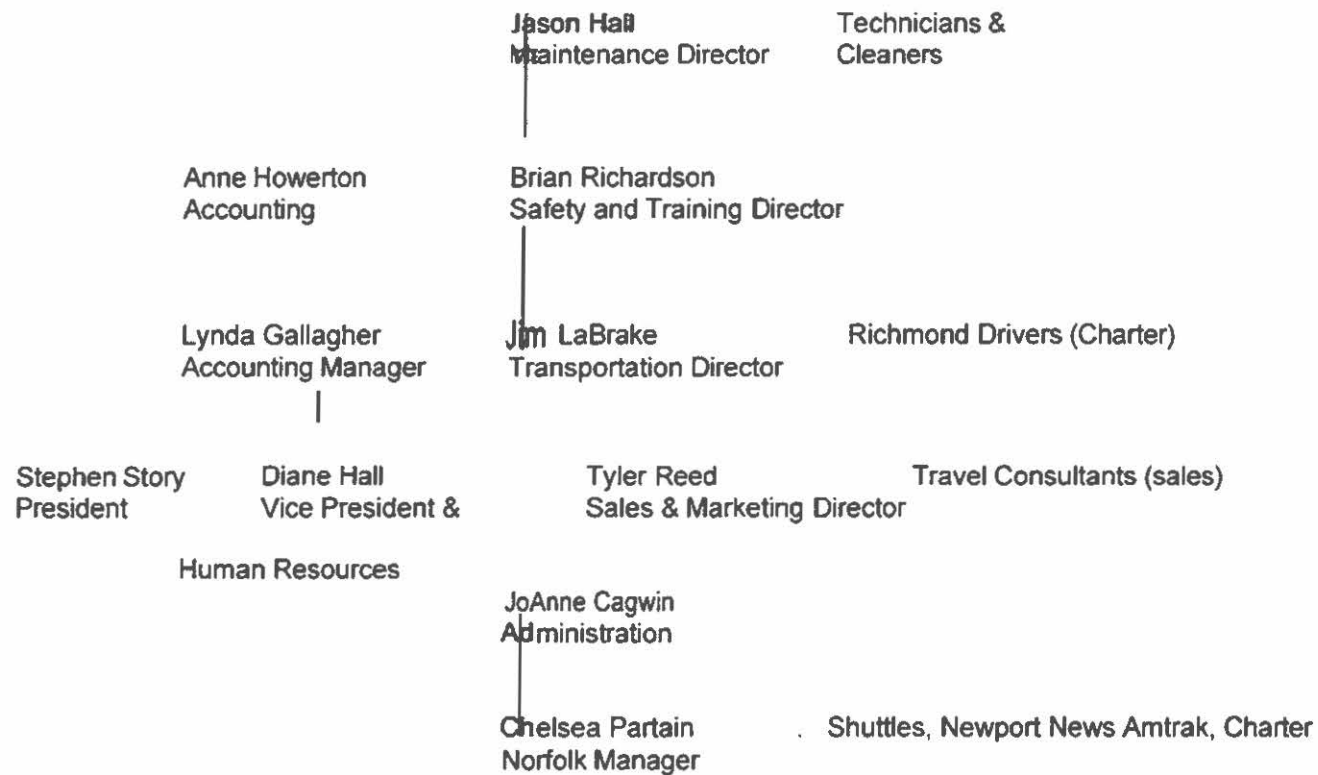
1. Applicants are directed to file and serve supplemental information as described in this decision by June 22, 2023.
2. This decision is effective on its service date.

By the Board, Scott M. Zimmerman, Acting Director, Office of Proceedings.

EXHIBIT B

ORGANIZATIONAL
CHART
Exhibit A

James River Transportation
Organization Chart



Ownership / Shareholders

Stephen W. Story	33.3 shares
Diane Story Hall	33.3 shares
Dr. L. Woodrow Story	33.3 shares

EXHIBIT C

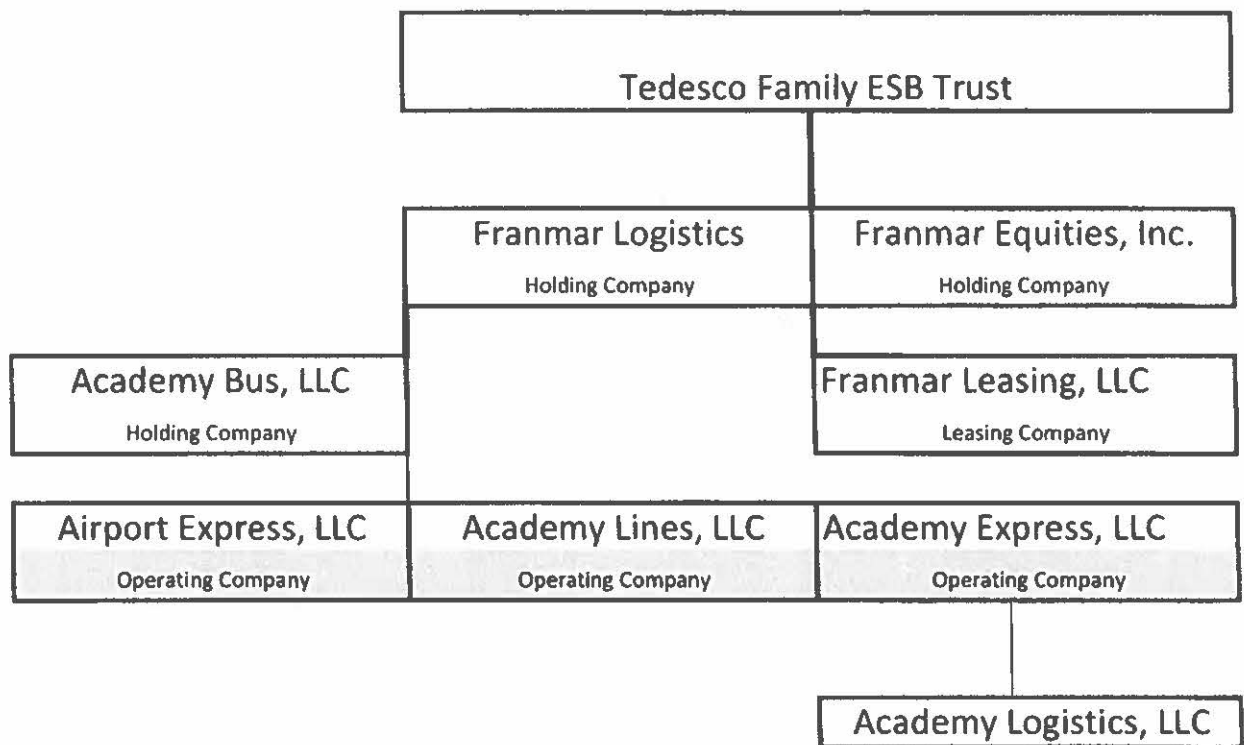


EXHIBIT C - 1

EXHIBIT 3.1

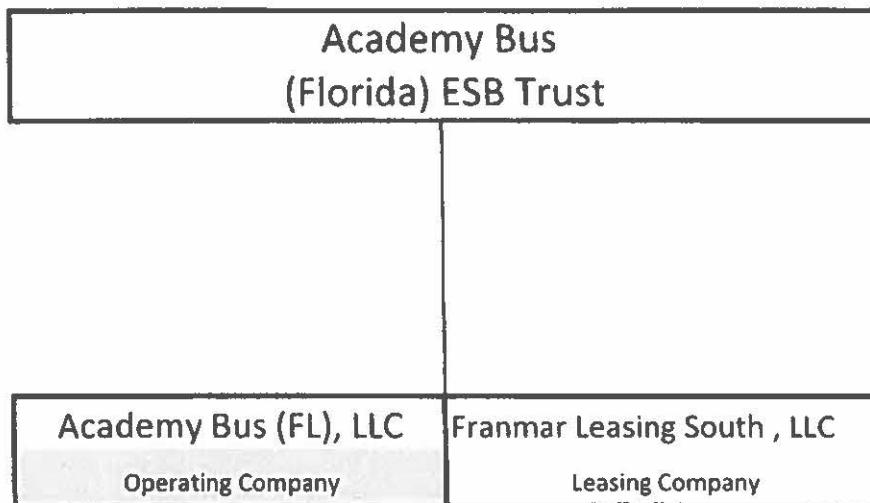


EXHIBIT D

USDOT Number: _____ Date Received: _____

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United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to ACADEMY LINES, L.L.C. of 111 PATERSON AVE
HOBOKEN, NJ 07030-6012
(Motor Carrier name) (Motor Carrier state or province)

Dated at 17200 W 119TH ST, OLATHE, KS 66061 on this 1ST
day of JULY, 2022 Amending Policy Number: 480-54-03 Effective Date 07/01/2022

Name of Insurance Company NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Countersigned by: 

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-888-609-7046.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation there-

of, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS - PUBLIC LIABILITY
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Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

* The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

USDOT Number: _____ Date Received: _____

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United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Section 18 of the Bus Regulatory Reform Act of 1982

FORM MCS-90B

Issued to ACADEMY BUS LLC of 3595 NW 110TH ST
MIAMI, FL 33167
(Motor Carrier name) (Motor Carrier state or province)

Dated at 17200 W 119TH ST, OLATHE, KS 66061 on this 1ST
day of JULY, 2022 Amending Policy Number: 480-54-03 Effective Date: 2022-07-01

Name of Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Countersigned by: 

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-888-809-7046.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

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DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Motor Vehicle means a for-hire carrier of passengers by motor vehicle.

Property Damage means damage to or loss of use of tangible property.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a for-hire motor carrier of passengers with Section 18 of the Bus Regulatory Reform Act of 1982 and the rules and regulations of the Federal Motor Carrier Safety Administration.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment received against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 18 of the Bus Regulatory Reform Act of 1982 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from

the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured.

However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS — PUBLIC LIABILITY

For-hire motor carriers of passengers
operating in interstate or foreign commerce

The Bus Regulatory Reform Act 1982 requires limits of financial responsibility according to vehicle seating capacity, it is the Motor Carrier's obligation to obtain the required limits of financial responsibility. The schedule of limits shown below does not provide coverage. The limits shown in the schedule are for information purposes only.

Vehicle seating capacity	Minimum limits
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	\$ 1,500,000

USDOT Number: _____ Date Received: _____

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United States Department of Transportation
Federal Motor Carrier Safety Administration

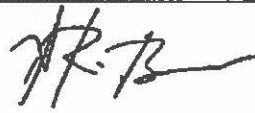
**Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Section 18 of the Bus Regulatory Reform Act of 1982**

FORM MCS-90B

Issued to ACADEMY LINES, L.L.C. of 111 PATERSON AVE
HOBOKEN, NJ 07030-6012
(Motor Carrier name) (Motor Carrier state or province)

Dated at 17200 W 119TH ST., OLATHE, KS 66061 on this 1ST
day of JULY, 2022 Amending Policy Number: 480-54-03 Effective Date: 2022-07-01

Name of Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Countersigned by: 

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-888-609-7046.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

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DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Motor Vehicle means a for-hire carrier of passengers by motor vehicle.

Property Damage means damage to or loss of use of tangible property.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a for-hire motor carrier of passengers with Section 18 of the Bus Regulatory Reform Act of 1982 and the rules and regulations of the Federal Motor Carrier Safety Administration.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment received against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 18 of the Bus Regulatory Reform Act of 1982 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from

the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured.

However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS — PUBLIC LIABILITY

For-hire motor carriers of passengers
operating in interstate or foreign commerce

The Bus Regulatory Reform Act 1982 requires limits of financial responsibility according to vehicle seating capacity, it is the Motor Carrier's obligation to obtain the required limits of financial responsibility. The schedule of limits shown below does not provide coverage. The limits shown in the schedule are for information purposes only.

Vehicle seating capacity	Minimum limits
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	\$ 1,500,000

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United States Department of Transportation
Federal Motor Carrier Safety Administration

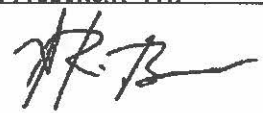
Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to ACADEMY BUS LLC of 3595 NW 110TH ST
MIAMI, FL 33167
(Motor Carrier name) (Motor Carrier state or province)

Dated at 17200 W 119TH ST, OLATHE, KS 66061 on this 1ST
day of JULY, 2022 Amending Policy Number: 480-54-03 Effective Date 07/01/2022

Name of Insurance Company NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Countersigned by: 

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

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(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

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Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

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In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation there-

of, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$6,000,000

* The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

USDOT Number: _____ Date Received: _____

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A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRR, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to AIRPORT EXPRESS, LLC of 111 PATERSON AVE
HOBOKEN, NJ 07030-6012
(Motor Carrier name) (Motor Carrier state or province)

Dated at 17200 W 119TH ST, OLATHE, KS 66061 on this 1ST
day of JULY, 2022 Amending Policy Number: 480-54-03 Effective Date 07/01/2022

Name of Insurance Company NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Countersigned by: 

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-888-609-7046.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation there-

of, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

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SCHEDULE OF LIMITS - PUBLIC LIABILITY
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Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

* The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

USDOT Number: _____ Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

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United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Section 18 of the Bus Regulatory Reform Act of 1982

FORM MCS-90B

Issued to ACADEMY EXPRESS, L.L.C. of 111 PATERSON AVE
HOBOKEN, NJ 07030-6012
(Motor Carrier name) (Motor Carrier state or province)

Dated at 17200 W 119TH ST, OLATHE, KS 66061 on this 1ST
day of JULY, 2022 Amending Policy Number: 480-54-03 Effective Date: 2022-07-01

Name of Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Countersigned by: 

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-888-609-7046.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Motor Vehicle means a for-hire carrier of passengers by motor vehicle.

Property Damage means damage to or loss of use of tangible property.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a for-hire motor carrier of passengers with Section 18 of the Bus Regulatory Reform Act of 1982 and the rules and regulations of the Federal Motor Carrier Safety Administration.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment received against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 18 of the Bus Regulatory Reform Act of 1982 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from

the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured.

However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS — PUBLIC LIABILITY

For-hire motor carriers of passengers
operating in interstate or foreign commerce

The Bus Regulatory Reform Act 1982 requires limits of financial responsibility according to vehicle seating capacity. It is the Motor Carrier's obligation to obtain the required limits of financial responsibility. The schedule of limits shown below does not provide coverage. The limits shown in the schedule are for information purposes only.

Vehicle seating capacity	Minimum limits
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	\$ 1,500,000

USDOT Number: _____ Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

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United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Section 18 of the Bus Regulatory Reform Act of 1982

FORM MCS-90B

Issued to AIRPORT EXPRESS, LLC of 111 PATERSON AVE
(Motor Carrier name) HOBOKEN, NJ 07030-6012
(Motor Carrier state or province)

Dated at 17200 W 119TH ST. OLATHE, KS 66061 on this 1ST
day of JULY, 2022 Amending Policy Number: 480-54-03 Effective Date: 2022-07-01

Name of Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Countersigned by: 

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-888-609-7048.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Motor Vehicle means a for-hire carrier of passengers by motor vehicle.

Property Damage means damage to or loss of use of tangible property.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a for-hire motor carrier of passengers with Section 18 of the Bus Regulatory Reform Act of 1982 and the rules and regulations of the Federal Motor Carrier Safety Administration.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment received against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 18 of the Bus Regulatory Reform Act of 1982 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from

the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured.

However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS — PUBLIC LIABILITY

For-hire motor carriers of passengers
operating in interstate or foreign commerce

The Bus Regulatory Reform Act 1982 requires limits of financial responsibility according to vehicle seating capacity, it is the Motor Carrier's obligation to obtain the required limits of financial responsibility. The schedule of limits shown below does not provide coverage. The limits shown in the schedule are for information purposes only.

Vehicle seating capacity	Minimum limits
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	\$ 1,500,000

USDOT Number: _____ Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

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United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to ACADEMY EXPRESS, L.L.C. of 111 PATERSON AVE
HOBOKEN, NJ 07030-6012
(Motor Carrier name) (Motor Carrier state or province)

Dated at 17200 W 119TH ST. OLATHE, KS 66061 on this 1ST
day of JULY, 2022 Amending Policy Number: 480-54-03 Effective Date 07/01/2022

Name of Insurance Company NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Countersigned by: 

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-888-609-7046.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation there-

of, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

* The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

EXHIBIT E - 1

☒ USDOT Number ☐ MC/MX Number ☐ Name

Enter Value: 121035

Search

Company Snapshot

JAMES RIVER BUS LINES

USDOT Number: 121035

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

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For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of **06/20/2023**. **Carrier VMT Outdated.**

To find out if this entity has a pending insurance cancellation, please [click here](#).

Other Information for this Carrier

▼ [SMS Results](#)

▼ [Licensing & Insurance](#)

Entity Type:	CARRIER																																
Operating Status:	AUTHORIZED FOR Passenger	Out of Service Date:	None																														
Legal Name:	JAMES RIVER BUS LINES																																
DBA Name:																																	
Physical Address:	915 N ALLEN AVE RICHMOND, VA 23220																																
Phone:	(804) 342-7300																																
Mailing Address:	10545 FARM MEADOW DR GLEN ALLEN, VA 23060																																
USDOT Number:	121035	State Carrier ID Number:																															
MC/MX/FF Number(s):	MC-89805	DUNS Number:	-																														
Power Units:	48	Drivers:	47																														
MCS-150 Form Date:	06/13/2023	MCS-150 Mileage (Year):	914,367 (2020)																														
Operation Classification:																																	
<table border="0"> <tr> <td>☒ Auth. For Hire</td> <td>Priv. Pass.(Non-business)</td> <td>State Gov't</td> </tr> <tr> <td>☐ Exempt For Hire</td> <td>Migrant</td> <td>Local Gov't</td> </tr> <tr> <td>☐ Private(Property)</td> <td>U.S. Mail</td> <td>Indian Nation</td> </tr> <tr> <td>☐ Priv. Pass. (Business)</td> <td>Fed. Gov't</td> <td></td> </tr> </table>				☒ Auth. For Hire	Priv. Pass.(Non-business)	State Gov't	☐ Exempt For Hire	Migrant	Local Gov't	☐ Private(Property)	U.S. Mail	Indian Nation	☐ Priv. Pass. (Business)	Fed. Gov't																			
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Carrier Operation:																																	
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Cargo Carried:																																	
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[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: 06/20/2023

Total Inspections: **58**
Total IEP Inspections: **0**

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	57	2	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	0%	0%
Nat'l Average % as of DATE 05/26/2023*	22.2%	6.66%	4.46%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: **06/20/2023**

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	1	1

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: **06/20/2023**

Total inspections: **0**

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: **06/20/2023**

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

[Carrier Safety Rating:](#)

The rating below is current as of: **06/20/2023**

Review Information:

Rating Date:	02/25/2021	Review Date:	02/24/2021
Rating:	Satisfactory	Type:	Compliance Review

EXHIBIT E

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value: ACADEMY EXPRESS LLC

Company Snapshot

ACADEMY EXPRESS LLC
USDOT Number: 905572

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations Information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)632-5800 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 06/11/2023.

To find out if this entity has a pending insurance cancellation, please [click here](#).

Other Information for this Carrier

[SMS Results](#)

[Licensing & Insurance](#)

Entity Type:	CARRIER		
Operating Status:	AUTHORIZED FOR Passenger	Out of Service Date:	None
Legal Name:	ACADEMY EXPRESS LLC		
DBA Name:			
Physical Address:	111 PATERSON AVENUE HOBOKEN, NJ 07030		
Phone:	(201) 426-7600		
Mailing Address:	111 PATERSON AVENUE HOBOKEN, NJ 07030		
USDOT Number:	905572	State Carrier ID Number:	
MC/MX Number(s):	MC-419943	QJIN# Number:	-
Carrier MHA:	514	Subspn:	514
MCS-150 Form Date:	02/10/2023	MCS-150 Release/Total:	8,772,047 (2022)
Registration Classification:			
☒ Auth. For Hire	Priv. Pass.(Non-business)	State Gov't	
☐ Exempt For Hire	Migrant	Local Gov't	
☐ Private(Property)	U.S. Mail	Indian Nation	
☐ Priv. Pass. (Business)	Fed. Gov't		
Carrier Operation:			
☒ Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)	
Carries Carried:			
General Freight	Liquids/Gases	Chemicals	
Household Goods	Intermodal Contl.	Commodities Dry Bulk	
Metal: sheets, coils, rolls	☒ Passengers	Refrigerated Food	
Motor Vehicles	Oilfield Equipment	Beverages	
Drive/Tow away	Livestock	Paper Products	
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities	
Building Materials	Coal/Coke	Agricultural/Farm Supplies	
Mobile Homes	Meat	Construction	
Machinery, Large Objects	Garbage/Refuse	Water Well	
Fresh Produce	US Mail		

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: 06/11/2023

Total Inspections: 402

Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections:			
	Vehicle	Driver	Hazmat	IEP
Inspections	332	263	0	0
Out of Service	0	1	0	0
Out of Service %	1.5%	0.9%	0%	0%
Next Average % as of DATE 06/11/2023	22.2%	6.66%	4.46%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 06/11/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Fatal	Crashes: Injury	Tow	Total
Crashes	0	7	10	17

ID/Operations | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

Canadian inspection results for 24 months prior to: 06/11/2023

Total Inspections: 1

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections:	
	Vehicle	Driver
Inspections	1	1
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 06/11/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Fatal	Crashes: Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 06/11/2023

Review Information:

Rating Date:	03/04/2021	Review Date:	03/04/2021
Rating:	Satisfactory	Type:	Compliance Review

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value: NUMBER 22 HILLSIDE LLC

Company Snapshot

NUMBER 22 HILLSIDE LLC
USDOT Number: 943547

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

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The information below reflects the content of the FMCSA management information systems as of 06/11/2023. Carrier Registration Information Outdated. Carrier VMT Outdated.

To find out if this entity has a pending insurance cancellation, please [click here](#).

Other Information for this Carrier

[▼ SMS Results](#)

[▼ Licensing & Insurance](#)

Entity Type:	CARRIER		
Operating Status:	AUTHORIZED FOR Passenger	Out of Service Date:	None
Legal Name:	NUMBER 22 HILLSIDE LLC		
DBA Name:			
Physical Address:	111 PATERSON AVENUE HOBOKEN, NJ 07030-0012		
Phone:	(201) 420-7800		
Mailbox Address:	111 PATERSON AVENUE HOBOKEN, NJ 07030-0012		
USDOT Number:	943547	State Carrier ID Number:	
MC/MX Number:	MC-412331	CURTIS Number:	-
Power Units:	65	Trucks:	93
MCS-150 Form Date:	04/14/2009	MCS-150 Mileage/Year:	4,480,000 (2008)
Operation Classification:			
Auth. For Hire		Priv. Pass. (Non-business)	State Gov't
■ Exempt For Hire		Migrant	Local Gov't
Private (Property)		U.S. Mail	Indian Nation
Priv. Pass. (Business)		Fed. Gov't	
Carrier Operations:			
Interstate		Intrastate Only (HM)	■ Intrastate Only (Non-HM)
Cargo Carried:			
General Freight		Liquids/Gases	Chemicals
Household Goods		Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls		■ Passengers	Refrigerated Food
Motor Vehicles		Oilfield Equipment	Beverages
Drive/Tow away		Livestock	Paper Products
Logs, Poles, Beams, Lumber		Grain, Feed, Hay	Utilities
Building Materials		Coal/Coke	Agricultural/Farm Supplies
Mobile Homes		Meat	Construction
Machinery, Large Objects		Garbage/Refuse	Water Well
Fresh Produce		US Mail	

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: 06/11/2023

Total Inspections: 0
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	0	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	0%	0%
Next Average % as of DATE 05/28/2023	22.2%	0.00%	4.45%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 06/11/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 06/11/2023

Total Inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crash results for 24 months prior to: 06/11/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 06/11/2023

Review Information:

Rating Date:	None	Review Date:	None
Rating:	None	Type:	None

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value: ACADEMY BUS LLC

Company Snapshot

ACADEMY BUS LLC
USDOT Number: 1771456

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

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To find out if this entity has a pending insurance cancellation, please [click here](#).

Other information for this Carrier

[SMS Results](#)

[Licensing & Insurance](#)

Entity Type:	CARRIER																																
Operating Rights:	AUTHORIZED FOR Passenger	Out of Service Code:	None																														
Legal Name:	ACADEMY BUS LLC (Pl.)																																
DBA Name:																																	
Physical Address:	4100 RAYMONDWOOD RD DANNA BEACH, FL 33512																																
Phone:	(201) 429-7998																																
Mailing Address:	111 PATTERSON AVENUE HOBOKEN, NJ 07030																																
USDOT Number:	1771456	State Carrier ID Number:																															
MC/MX # Number(s):	MC-646788	QIRIS Number:	-																														
Facts Unit:	342	Score:	536																														
MCS-150 Form Date:	06/09/2023	MCS-150 Release Year(s):	10,751,653 (2022)																														
Operation Classification:																																	
☒ Auth. For Hire Priv. Pass.(Non-business) State Gov't ☐ Exempt For Hire Migrant Local Gov't ☐ Private(Property) U.S. Mail Indian Nation ☐ Priv. Pass. (Business) Fed. Gov't																																	
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[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: 06/11/2023

Total Inspections: 250
Total IEP Inspections: 0

Note: Total Inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	229	0%	0	0
Out of Service	3	1	0	0
Out of Service %	1.3%	0.0%	%	0%
Nat'l Average % as of DATE 06/11/2023	22.2%	6.66%	4.46%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 06/11/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	1	2	5	10

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 06/11/2023

Total Inspections: 0

Note: Total Inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 06/11/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

[Carrier Safety Rating](#)

The rating below is current as of: 06/11/2023

Review Information:

Rating Date:	12/14/2022	Review Date:	12/11/2022
Rating:	Satisfactory	Type:	Compliance Review

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value: ACADEMY LINES LLC

Company Snapshot

ACADEMY LINES LLC
USDOT Number: 943538

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

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For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 06/11/2023.

To find out if this entity has a pending insurance cancellation, please [click here](#).

Other Information for this Carrier

[▼ SMS Results](#)

[▼ Licensing & Insurance](#)

Entity Type:	CARRIER																																
Operation Status:	AUTHORIZED FOR Passenger	Out of Service Date:	None																														
Legal Name:	ACADEMY LINES LLC																																
DBA Name:																																	
Physical Address:	111 PATERSON AVENUE HOBOKEN, NJ 07030-6612																																
Phone:	(201) 428-7000																																
Mail/Telex Address:	111 PATERSON AVENUE HOBOKEN, NJ 07030-6612																																
USDOT Number:	943538	State Carrier ID Number:																															
MC/MX# (FF Number):	MC-410818	DMV Number:	-																														
Power Units:	163	Drivers:	76																														
MCS-150 Form Date:	06/11/2022	MCS-150 Affidavit Year:	3,010,517 (2021)																														
Operation Classification:																																	
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[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

US inspection results for 24 months prior to: 06/11/2023

Total Inspections: 129
Total IEP Inspections: 0

Note: Total Inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections:			
	Vehicle	Driver	Hazmat	IEP
Inspections	108	53	0	0
Out of Service	1	0	0	0
Out of Service %	0.9%	0%	0%	0%
Net1 Average % as of DATE 06/29/2023	22.2%	6.66%	4.45%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 06/11/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Crashes:			
	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

Canadian inspection results for 24 months prior to: 06/11/2023

Total Inspections: 0

Note: Total Inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections:	
	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 06/11/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Crashes:			
	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes in US](#) | [Inspections/Crashes in Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 06/11/2023

Review Information:

Rating Date:	06/23/2019	Review Date:	06/22/2019
Rating	Not Satisfactory	Type	Compliance Review