

BILL OF SALE
NON MOTOR COACH ASSETS AND INTANGIBLES

Date: June 24, 2016

KNOW ALL PERSONS BY THESE PRESENTS that Corporate Coaches Inc. (Seller), in consideration of the payment of One Million Seven Hundred Thousand (\$1,700,000.00) Dollars by Franmar Leasing LLC and Academy Bus LLC (Buyers), receipt of which is hereby acknowledged, has bargained, sold, granted and conveyed, and by these presents does bargain, sell, grant and convey unto Buyer, and Buyer's heirs, successors or assigns, all of the non-motor assets of the Seller described in the attached Schedule "A" to this Bill of Sale.

TO HAVE AND TO HOLD the same unto Buyer and Buyer's heirs, successors or assigns forever good and marketable title to the non-motor coach acquired assets described herein.

The Seller hereby warrants that the title delivered by the Seller to the Buyer is good and marketable and free and clear of all liens, claims, security interest, taxes, encumbrances or interests of third parties of any kind. However, ownership and risk of loss to the same shall remain with Seller until said assets are received by Buyer.

The Seller represents and warrants that it has the full power and authority to execute and deliver this Bill of Sale and perform all covenants hereunder and the obligations of the Seller as identified under the terms of the Asset Purchase Agreement among these parties. Seller covenants, agrees, and warrants to defend title, the transfer, assignment, conveyance, grant and delivery of the acquired non-motor coach assets to the Buyer from and against any and all claims now or hereafter asserted by any person, corporation, association or other entity whatsoever



arising prior to the date of this Instrument, and otherwise at the Buyer's request, to take all steps reasonably necessary to establish marketable title of the acquired assets in the Buyer free and clear of all liens, encumbrances, claims, interests, rights and judgments, and upon the request of the Buyer, to execute and deliver such further instruments of title, transfer and assignment, and/or take such other necessary and reasonable action as Buyer may reasonably request from time to time to more effectively transfer and assign to and vest in Buyer ownership and title to the non-motor coach assets at the sole cost and expense of Seller.

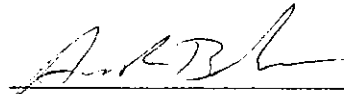
Buyer shall not assume or agree to perform, pay, or discharge any lien, claim or interests of third parties asserted against the assets here acquired, and Seller shall remain unconditionally liable for all such obligations, including but not limited to taxes, liabilities and commitments, fixed or contingent, of Seller with respect to the non-motor coach assets that may have accrued prior to acceptance date of the Buyer.

The Seller agrees to defend, indemnify and hold Buyer (including its parent company, affiliates, subsidiaries, officers, directors and employees) harmless for any and all losses, damages, claims, injuries and expenses (including attorneys' fees, costs and disbursements) that arise from the Seller's selection, possession, custody, control and use of the non-motor coach assets for the time in which said assets were in the use, custody or control of the Seller, including its agents, affiliates or other third party.

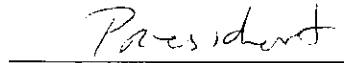
IN WITNESS WHEREOF, Seller has caused these presents to be signed by its duly authorized officer or managing agent this 24th day of June, 2016.

A handwritten signature, possibly initials, enclosed within a hand-drawn circle.

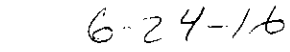
Corporate Coaches Inc.



Seller: Andy Bardar



Title: President



Date: June , 2016