

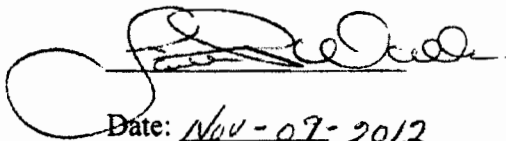
## GRIEVANCE SETTLEMENT AGREEMENT

In settlement of any and all grievances filed by **ATU Local 1287** ("the Union") stemming out of Breakfast with the Boss provided by **First Transit, Inc.** ("Company"), the Union and First Transit, Inc. (collectively referred to as "the parties") agree as follows:

1. Upon the Company's receipt of this Agreement signed by the Grievant and a representative of the Union, the Company and the Union agree to the following in consideration for other promises contained in this Agreement:
  - A. The Company shall provide a gift card to all employees who are unable to attend the scheduled Breakfast with the Boss because they are on vacation or driving a route, so long as the employee meets all qualifications for earning the Breakfast with the Boss;
  - B. The gift card shall be a minimum of \$5.00;
  - C. The Company shall schedule Breakfast with the Boss and post the date and time at least one (1) week prior to the scheduled breakfast;
  - D. The Company shall permit employees to arrive at Breakfast with the Boss up to one (1) hour after the posted start time; and
  - E. The Company will provide gift cards retroactive to the August 2012 Breakfast with the Boss.
2. Any and all claims or grievances stemming out of Breakfast with the Boss prior to the date this settlement agreement is fully executed are hereby withdrawn, waived, and cannot be pursued by the Union or the Grievant.
3. The Union hereby releases the Company and its parent, subsidiaries, affiliates and related entities, predecessors, successors, and any of the forgoing entities: owners, officers, directors, employees or agents, from any liability of any kind relating to the subject matter of this grievance.
4. The Company expressly denies any and all liability to the Union and all its members and the parties agree that nothing in this Agreement is intended to be, nor shall be deemed to be an admission of liability or wrongdoing, and admission of the existence of any facts upon which liability or wrongdoing could be based, or a waiver of any defense to such liability or wrongdoing.

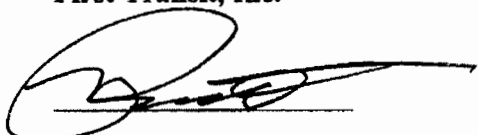
5. The parties agree to maintain the confidentiality of this settlement agreement and the terms thereof and will not reveal them, except as required by law.
6. The parties agree that this settlement is based on the specific facts of this situation and does not establish precedent or past practice by either party.

**ATU, Local 1287**



Date: Nov-07-2012

**First Transit, Inc.**



Date: 11-9-12