

LAW OFFICES
FRITZ R. KAHN, P.C.
1919 M Street, NW (7th fl.)
Washington, DC 20036

232166

ENTERED
Office of Proceedings
April 5, 2012
April 5, 2012 Part of
Public Record

VIA ELECTRONIC FILING

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, D. C. 20423

FILED

APR - 5 2012

**SURFACE
TRANSPORTATION BOARD**

Dear Ms. Brown:

Attached is the Verified Application of Academy Express, L.L.C. for filing in Docket No. MC-F-21043, Academy Express, L.L.C.--Acquisition of the Properties of Entertainment Tours, Inc.

A Payment Form with the credit card information for the \$2,000.00 filing fee was faxed to the Board earlier this day.

If you have any question concerning this filing or if I otherwise can be of assistance, please let me know.

Sincerely yours,


Fritz R. Kahn

SEE RECEIVED

APR - 5 2012

**SURFACE
TRANSPORTATION BOARD**

cc: Commissioner James P. Redecken
Commissioner John Barthelmes
Chairman Ann G. Berwick
Chief, Lic. & Ins. Div.--FMCSA

SURFACE TRANSPORTATION BOARD

Docket No. MC-F-21043

**ACADEMY EXPRESS, L.L.C.
-- ACQUISITION OF THE PROPERTIES OF
ENTERTAINMENT TOURS, INC**

0319

**VERIFIED APPLICATION
OF
ACADEMY EXPRESS, L.L.C.**

**Fritz R. Kahn
Fritz R. Kahn, P.C.
1919 M Street, NW (7th fl.)
Washington, DC 20036
Tel.: (202) 263-4152**

**Attorney for
ACADEMY EXPRESS, L.L.C.**

**RECEIVED
DANIEL
SURFACE TRANSPORTATION BOARD**

Dated: April 5, 2012

SURFACE TRANSPORTATION BOARD

Docket No. MC-F-21043

**ACADEMY EXPRESS, L.L.C.
-- ACQUISITION OF THE PROPERTIES OF
ENTERTAINMENT TOURS, INC**

**VERIFIED APPLICATION
OF
ACADEMY EXPRESS, L.L.C.**

Applicant, pursuant to 49 U.S.C. §14303 and 49 C.F.R. Part 1182, respectfully requests the Board's authorization to acquire the properties of Entertainment Tours, Inc., and in support thereof states, as follows:

(1) Names and addresses of each of the parties:

**Academy Express, L.L.C
111 Patterson Avenue
Hoboken, NJ 07030**

**Entertainment Tour, Inc.
35 Roc-Sam Park Drive
Braintree, MA 02184**

(2) Description of operating authorities:

Academy Express, L.L.C., pursuant to No MC-413682 and USDOT No. 905572, is a motor carrier of passengers principally rendering special and charter operations.

Entertainment Tours, Inc., pursuant to No. MC-262973 and USDOT No. 523781, is a motor carrier of passengers principally rendering special and charter operations.

(3) Description of the proposed transaction:

The proposed transaction is one which requires the Board's authorization, pursuant to 49 U.S.C. §14303 and 49 C.F.R. Part 1182. Academy Express, L.L.C. will acquire the equipment, customer lists and goodwill of Entertainment Tours, Inc., as well as its authority to render motorbus operations in Massachusetts, Connecticut and New Hampshire.

(4) Affiliated parties:

Academy Express, L.L.C. is indirectly controlled by the Tedesco Family ESB Trust, which also indirectly controls Academy Lines, L.L.C., a motor carrier of passengers principally rendering commuter operations, and No. 22 Hillside, L.L.C., a motor carrier of passengers rendering a variety of services. *See*, STB Docket No. MC-F-20983, *Tedesco Family ESB Trust--Continuance in Control and Acquisition of Properties--Academy Bus, L.L.C., et al.*, served August 2, 2001.

Entertainment Tours, Inc. is an affiliate of Coach N.E., LLC d/b/a Coach New England, a motor carrier of passengers principally rendering special and charter operations.

(5) Jurisdictional statement:

Applicant's gross operating revenue for the preceding twelve months exceeded \$2 million. The proposed transaction, accordingly, is subject to 49 U.S.C. §14303.

(6) Environmental effects:

The proposed transaction will have no significant effect on the quality of the human environment of the conservation of energy resources.

(7) Consistency with the public interest:

(a) Academy Express, L.L.C. is a significant motorbus operator, and the patrons of Entertainment Tours, Inc. will benefit greatly from Academy Express, L.L.C.'s acquisition of the properties of Entertainment Tours, Inc. The passengers will be able to travel in far newer and cleaner buses than heretofore have been available to them, and they will have a far greater choice of tours and special operations than they previously were able to select. The proposed transaction simply will result in superior service and higher quality of operations than Entertainment Tours, Inc. has been able to render.

(b) The proposed transaction will have no effect on total fixed charges.

(c) The proposed transaction will have no adverse affect upon employees as the employees of Entertainment Tours, Inc. will be offered employment with Academy Express, L.L.C.

(8) Safety fitness rating:

Both Academy Express, L.L.C. and its affiliates and Entertainment Tours, Inc. have satisfactory safety ratings. The affiliate of Entertainment Tours, Inc., Coach, N.E., LLC is unrated.

(9) Applicant, Academy Express, L.L.C. has satisfied the liability insurance requirements of 49 U.S.C. §13906(a), which is sufficient insurance coverage to operate the properties of Entertainment Tours, Inc., which it proposes to acquire.

(10) Neither Academy Express, L.L.C. nor Entertainment Tours, Inc. is domiciled in Mexico or is controlled by persons of that country.

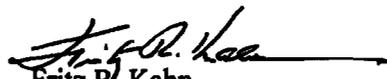
Pending Board action on this Application, all of the authorized and outstanding stock of Entertainment Tours, Inc. is being held by an independent Trustee pursuant to a Voting Trust Agreement, dated as of March 30, 2012, by and between Academy Express, L.L.C., Entertainment Tours, Inc. and the Trustee, James A. Calderwood, Esq. The Voting Trust Agreement is worded substantially as the one recently used to avoid a violation of 49 U.S.C. § 14303 in Docket No. MC-F-21042, *Student Transportation of America, Inc.--Control--Dairyland Buses, Inc.*, filed November 14, 2011. A copy of the Voting Trust Agreement is attached.

WHEREFORE, Applicant, Academy Express, L.L.C. asks that it be authorized to acquire the properties of Entertainment Tours, Inc.

Respectfully submitted,

ACADEMY EXPRESS, L.L.C.

By its attorney

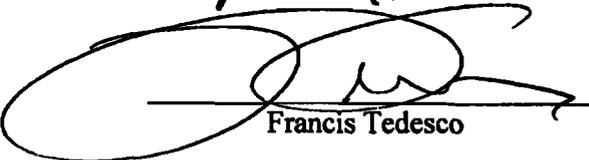

Fritz R. Kahn
Fritz R. Kahn, P.C.
1919 M Street, NW (7th fl.)
Washington, DC 20036
Tel.: (202) 263-4152

Dated: April 5, 2012

VERIFICATION

I, Francis Tedesco, Manager of Academy Express, L.L.C. declare under penalty of perjury, under the laws of the United States of America, that I have read the foregoing Application, and I certify that its assertions 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, L.L.C.. 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 28th day of March, 2012.



Francis Tedesco

VERIFICATION

I, MARK CURRERI President of Entertainment Tours, Inc.,
declare under penalty of perjury, under the laws of the United States of America, that I
have read the foregoing Application, and I certify that its assertions 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 Entertainment Tours, Inc.. 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 Braintree, MA, this 29th day of MARCH 2012.



CERTIFICATE OF SERVICE

I certify that I this day have mailed by prepaid first-class mail a copy of the foregoing Application to each of the following:

**Commissioner James P. Redecken
State of Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111**

**Commissioner John Barthelmes
New Hampshire Department of Safety
33 Hazen Drive
Concord, NH 03305**

**Chairman Ann G. Berwick
Massachusetts Department of Public Utilities
1 South Station
Boston, MA 02110**

**Chief, Lic. & Ins. Div.
FMCSA
1200 New Jersey Ave., SE
Washington, DC 20590**

Dated at Washington, DC, this 5th day of April, 2012



Fritz R. Kahn

VOTING TRUST AGREEMENT

THIS VOTING TRUST AGREEMENT, dated the 30th day of March, 2012, this "Trust Agreement"), by and between Entertainment Tours, Inc., a Massachusetts corporation ("Settlor"), Academy Express, L.C.C., a New Jersey limited liability company ("Beneficiary") and James A. Calderwood, Esq., a member of the Bar of the District of Columbia maintaining an office in Washington, DC ("Trustee")

WITNESSETH:

WHEREAS, Settlor and Beneficiary are parties to an agreement (the "Acquisition Agreement") under which the Beneficiary is to acquire the assets of the Settlor ;

WHEREAS, both Settlor and Beneficiary currently are authorized to operate as motor carrier of passengers subject to the jurisdiction of the Surface Transportation Board ("STB");

WHEREAS, consummation of the Acquisition Agreement requires the advance approval of the STB;

WHEREAS, Settlor desires to divest itself of its assets and receive payment therefor on March 30, 2012 ("Closing Date"), and Beneficiary is willing to accommodate that desire:

WHEREAS, it is not possible to obtain the STB advance approval of the Acquisition Agreement prior to the Closing Date;

WHEREAS, relevant STB precedent permits the Beneficiary to accommodate the Settlor without violating 49 U.S.C. §14303 and 49 C.F.R. Part 1182 if all of the authorized and outstanding shares of the Beneficiary are placed in an independent voting

trust with the Trustee on or before the Closing Date, provided that the voting trust is irrevocable until such time as the required STB approval is obtained;

WHEREAS, the Trustee nor any affiliates of the Trustee have any officers, partners, board members or other principals in common with, nor any direct or indirect business arrangements or dealing (as further described in Section 8 hereof) with Settlor, Beneficiary of any of their affiliates;

WHEREAS, the Trustee is legally empowered and willing to act as voting trustee pursuant to the terms of this Trust Agreement and for the purposes stated above;

NOW, THEREFOR, in consideration of the respective representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, Settlor, Beneficiary and Trustee agree, as follows:

1. Appointment of and Acceptance by the Trustee; Certain Definitions. Settlor and Beneficiary hereby appoint James A. Calderwood, Esq., as Trustee hereunder, and James A. Calderwood, Esq., hereby accepts said appointment and agrees to act as Trustee under this Trust Agreement, as further provided herein. For purposes of this Trust Agreement (other than the recitals), all references to the STB shall include any successor agency of the United States Government exercising substantially similar powers with respect to the regulation of motor carriers of passengers.

2. Deposit of shares; Issuance of Trust Certificates. As of the Closing Date and upon payment to Settlor of the consideration provided for in the Acquisition Agreement, Settlor will assign and convey to the Trustee the certificates representing all of the authorized and issued common stock of the Settlor (the "Trust Stock"), such certificates thereafter shall constitute the corpus of the voting trust created by this Trust Agreement

(the "Trust"), and Beneficiary shall be the beneficiary of that Trust. The certificate(s) representing the Trust Stock shall be duly endorsed or accompanied by proper instruments duly executed for transfer thereof to the Trustee, and shall be exchanged for one or more voting trust certificates which shall be issue to the Beneficiary in substantially the form attached hereto has Exhibit A (the "Trust Certificates"), with the blanks therein appropriately completed. The Trustee may present to Settlor any or all certificates representing its Trust Stock for surrender or cancellation, in order to permit the issuance and delivery to the Trustee of new certificates registered in the name of the Trustee or the Trustee's nominee.

3. Transferability of Trust Certificates. After Closing Date, all or any portion of the beneficial interests represented by the Trust Certificates shall be transferable on the books of the Trustee by Beneficiary or other registered holder upon the surrender of such Trust Certificates if they have been properly assigned, in accordance with such rules as may be established from time to time for such purpose and announced to the registered holders by the Trustee. Such rules shall give full faith and credit to any duly executed transfer document with is substantially similar to the transfer form included in Exhibit A to this Trust Agreement (the "Transfer Form"). New or replacement Trust Certificates shall be issued by the Trustee as necessary to reflect partial transfers. Until so transferred, the Trustee may treat the registered holder(s) as owner of the Trust Certificates for all purposes. Each transferee of a Trust Certificate issued hereunder shall, by acceptance thereof, assent to and become a party to this Trust Agreement (if not already a party) and shall assume all attendant rights and obligations hereunder.

4. Irrevocability of Trust Agreement. On and after Closing Date, this Trust Agreement, the Trust and the appointment of the Trustee during the term of said Trust shall be irrevocable, and shall terminate only pursuant to and in accordance with the provisions of Sections 7 and 13 hereof.

5. Exercise of Voting Rights. On or after Closing Date, the Trustee shall be entitled, and it shall be the Trustee's duty, to exercise any and all voting rights in respect to the Trust Stock either in person or by proxy. The Trustee shall not exercise such voting rights in any way that would create any dependence or intercorporate relationship between the Settlor on the one hand, and Beneficiary or its affiliates on the other hand, other than the beneficial and other interests permitted by this Trust Agreement. The Trustee shall not, without the prior authorization of the STB, if then required, exercise voting rights in respect to the Trust Stock to elect any officer, director, nominee or representative of Beneficiary, any STB-regulated motor carrier of passengers or their affiliates as a principal officer, a manager or a director of the Settlor. The Trustee shall be kept informed respecting the business operations of the Settlor by means for information contained in such statements and other documents as the Settlor may prepare for or submit to governmental authorities or to the holder(s) of its Trust Certificates, and by means of such other document and financial information as the Trustee reasonably may request from time to time, copies of which in each case shall be furnished promptly to the Trustee by the Settlor after the Trustee's request therefor. The Trustee shall duly consider all such information in the exercise of voting rights in respect of the Trust Stock. Notwithstanding the foregoing provisions of Section 5, however, the registered holder of any Trust Certificate at any time, but only with the prior authorization (if then required)

of the STB, may instruct the Trustee in writing to vote the interests represented by such Trust Certificate in any manner, in which case the Trustee shall vote in accordance with such instructions.

6. Dividends and Distribution. On and after Closing Date, and pending the termination of this Trust Agreement and this Trust as hereinafter provided, the Trustee, immediately following receipt of each distribution of cash or other assets that may be declared and paid upon the Trust Stock, other than a distribution consisting of additional voting rights, shall remit the same over to (or as directed by) Beneficiary or other registered holder or holders of Trust Certificates. The Trustee shall receive and hold dividends of voting stock upon the same terms and conditions as the Trust Stock and shall issue to the registered holder or holders of Trust Certificates, in proportion to their respective interests, additional Trust Certificates in lieu of such new or additional voting stock.

7. Transfer of Trust Stock; Termination of Trust Agreement. This Section 7 shall take effect on Closing Date, and thereafter shall remain in effect until this Trust Agreement terminates by its terms.

(a) Subject to and except as otherwise expressly provided by the provisions of this Section 7, the Trustee shall not sell, transfer or otherwise dispose of, or in any way mortgage, pledge, hypothecate, subject to lien or otherwise encumber, the Trust Stock. Notwithstanding the foregoing, the Trust created by the Trust Agreement is accepted by the Trustee subject to the right hereby reserved in the holder of one or more Trust Certificates at any time to direct the sale, transfer or disposition in whole or any part of the Trust Stock as hereinafter provided, whether or not any event described in subsections

(b) or (c) of this Section 7 has occurred. At any time upon receipt by the Trustee of a direction from a holder of said Trust Certificate(s), signed by such holder (or, if holder is a corporation, by its President or one of its Vice Presidents and under its corporate seal) designating the person or entity to which the whole or any part of the Trust Stock corresponding to said Trust Certificate(s) is to be sold or transferred and certifying that such person or entity has all necessary regulatory authority, if any be required, to purchase such portion of the Trust Stock (upon which certification the Trustee shall be entitled to rely), the Trustee shall immediately transfer to the person or entity therein named all of the Trustee's right, title and interest in such amount of the Trust Stock as may be set forth in said direction. If such direction shall specify all the Trust Stock, then upon transfer of the Trustee's right, title and interest therein (and in the event of a sale thereof, upon delivery of sale proceeds to or upon the order of said holder(s) of Trust Certificates), this Trust shall cease, terminate and be of no further force and effect. If said direction is as to only a portion of the Trust Stock, then this Trust shall cease as to said portion upon such transfer (and delivery of proceeds in the event of sale), but shall remain in full force and effect as to the remaining portion of the Trust Stock. To the extent the consideration for any sale or transfer of Trust Stock is payable to or controllable by Trustee, the Trustee shall arrange for prompt payment of the proceeds of such sale to or upon order of the appropriate holder(s) of said Trust Certificates in proportion to its or their respective interests therein. It is the intention of this subsection 7(a) that no violation of 49 U.S.C. §14303, or any successor statutory provisions, will result from a termination of this Trust.

(b) If the holder(s) of said Trust Certificates furnishes Trustee with a written certification of counsel that 49 U.S.C. §14303 (or any successor provision) has been repealed or so amended as to be inapplicable to the Settlor or that consummation of the Acquisition Agreement and acquisition of the assets of Settlor by the Beneficiary has been approved or exempted by the STB under §14303, the Trust shall be terminated as provided in subsection (a) of this Section 7.

(c) Unless sooner terminated pursuant to any other provision herein contained, this Trust Agreement shall terminate as of March 1, 2022, so long as no violation of 49 U.S.C. §24303 or any successor statutory provision will result from such termination and provided that this Trust Agreement may be extended by the parties hereto to the extent permitted by applicable law. Unless otherwise provided herein, upon such termination, the Trust Stock and any other property held by the Trustee hereunder shall be distributed by the Trustee to the registered holder or holders of Trust Certificates. The Trustee may, in the exercise of reasonable discretion, require the surrender of Trust Certificates to Trustee (or to an agent of Trustee) before the release or transfer of the interests evidenced thereby.

(d) The Trustee promptly shall inform the STB concerning any transfer or disposition of Trust Stock pursuant to this Section 7.

8. Independence of Trustee. Neither the Trustee nor any affiliate of the Trustee may have (i) any officers, partners, corporate directors or other principals in common with Settlor, Beneficiary or any of their affiliates, or (ii) any direct or indirect business arrangements or dealings, financial or otherwise, with Settlor, Beneficiary or any of their affiliates, other than dealings pertaining to the establishment and effectuation of this

Trust. Investment by the Trustee in the stock or securities of Beneficiary or any of its affiliates, short of obtaining a controlling interest, will not be considered a proscribed business arrangement or dealing; provided, however, that in no event shall any such investment by the Trustee in voting securities of Beneficiary or any of its affiliates exceed five (5) percent of the outstanding securities of such entity and in no event shall the Trustee hold a proportion of such voting securities so substantial as to permit the Trustee in any way to control or direct the affairs of Beneficiary or any of its affiliates.

9. Compensation of Trustee. The Trustee shall be paid fifteen hundred dollars (\$1,500.00) by the Beneficiary promptly upon receipt of an appropriate invoice from the Trustee which shall be submitted upon the termination of the Trust created by this Trust Agreement.

10. Appointment of Agents. The Trustee may at any time or from time to time appoint an agent or agents and may delegate to such agent or agents the performance of any administrative duty of the Trustee.

11. Limitation of Liability of the Trustee. The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed by said Trustee in pursuance hereof if such agent or attorney shall have been selected with reasonable care. The duties and responsibilities of the Trustee shall be limited to those expressly set forth in this Trust Agreement. The Trustee shall not be responsible for the sufficiency or accuracy of the form, execution, validity or genuineness of the certificates representing the Trust Stock, or of any documents, or of any endorsements thereon or for any lack of endorsement thereof, or for any description therein, nor shall the Trustee be responsible or liable in any respect on account of the identity, authority or rights of the persons

executing or delivering or purporting to execute or deliver any such certificate, this Trust Agreement or any other document except for the execution and delivery of this Trust Agreement by the Trustee. Beneficiary and any subsequently registered holders of one or more Trust Certificates agree that they will at all times protect, indemnify and hold harmless the Trustee from any loss, cost or expense of any kind or character whatsoever with this Trust, except those, if any, arising out of the gross negligence or willful misconduct of the Trustee, and will at all time themselves undertake, assume full responsibility for, and pay all reasonable costs and expenses of any suits or litigation of any character, including any proceedings before the STB, with respect to the Trust Stock or this Trust Agreement, and if the Trustee shall be made a party thereto, will pay all reasonable costs and expenses, including reasonable counsel fees, to which the Trustee may be subject by reason thereof. The Trustee may consult with independent counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Trustee hereunder in good faith and in accordance with such opinion. Fees of such independent counsel shall be paid by Trustee except for services rendered by such counsel in connection with litigation, suits or STB proceedings of the character aforesaid. The provisions of this Section 11 shall survive termination of the Trust.

12. Requests for Information. To the extent requested to do so by Settlor, Beneficiary or any registered holder of a Trust Certificate, the Trustee shall furnish to the party making such request full information with respect to any or all (i) property theretofore delivered in trust to Trustee, (ii) property held in trust by Trustee, and (iii)

action theretofore taken by Trustee with regard to any other matter arising under this Trust Agreement.

13. Resignation of Trustee and Appointment of Successor Trustee. The Trustee, or any trustee hereafter appointed, may at any time resign by giving sixty (60) days prior written notice of resignation to Beneficiary and/or other registered holder(s) of Trust Certificate(s). Within thirty-five (35) days after receipt of such notice, such holder(s) shall appoint a successor trustee who or which shall satisfy the requirements of Section 8 hereof. If no successor trustee shall have been appointed and shall have accepted appointment at least fifteen (15) days prior to the effective date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee. Upon written assumption by the successor trustee of the Trustee's powers and duties hereunder, a copy of the assumption shall be delivered by the Trustee to the registered holder(s) of Trust Certificate(s), whereupon the Trustee shall be discharged of all powers and duties hereunder, and the successor trustee shall become vested therewith. In the event of any material violation of the terms and conditions of this Trust Agreement by the Trustee, the Trustee shall become disqualified from acting as Trustee hereunder as soon as a successor trustee shall have been selected in the manner provided by this Section 13.

14. Amendments. This Trust Agreement may from time to time be modified or amended by agreement executed by the parties hereto or their successors (i) pursuant to an order of the STB, (ii) with the prior approval of the STB, (iii) in order to comply with an order of the STB, or (iv) upon receipt of an opinion of counsel satisfactory to the Trustee and the registered holder or holders of Trust Certificates that such modification

or amendment will not violate 49 U.S.C. §14303 (or successor provisions if any) as then interpreted by the STB.

15. Applicable Law. The provisions of this Trust Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of New Jersey, except that to the extent any provision hereof may be found inconsistent with the statutes and regulations administered by the STB, such statutes and regulations shall control and such provisions hereof shall be given effect only to the extent they permit. In the event that the STB shall, at any time hereafter by final order, find that compliance with law requires any other or different action by the Trustee than is provided by any provisions hereof, the Trustee shall act in accordance with such final order instead of the provisions of this Trust Agreement.

16. Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original, but all of which together constitute one and the same agreement. Executed signature pages shall be deemed valid if delivered by electronic means, provided hard copies follow by air courier or first-class mail.

17. Filing of Trust Agreement with Government Bodies, et al. A copy of this Trust Agreement and any amendments or modifications shall be filed by Beneficiary with the STB on Closing Date or as soon as practicable thereafter. Beneficiary also shall file or cause to be filed a copy of this Trust Agreement at its headquarters.

18. Successors and Assigns. This Trust Agreement shall be binding upon the successors to and assigns of the parties hereto, including, without limitation, successors to Beneficiary by merger, consolidation or otherwise.

19. Communications. All notices required under this Trust Agreement shall be in writing and delivered by air express or local courier:

If to Settlor: MARK CURRERI, President
Entertainment Tours, Inc.
35 Roc-Sam Park Drive
Braintree, MA 02184

If to Beneficiary: Mr. Francis Tedesco, Manager
Academy Express, L.L.C.
111 Paterson Avenue
Hoboken, NJ 07030

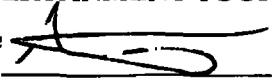
With copy to Fritz R. Kahn, Esq.
Fritz R. Kahn, P.C.
1919 M Street, NW (7th fl.)
Washington, DC 20036

If to Trustee: James A. Calderwood, Esq.
Zuckert, Scoutt & Rasenberger
888 17th Street, NW (Ste. 700)
Washington, DC 20006

20. Headings. The descriptive headings contained in this Trust Agreement are for convenience of reference only and shall not affect in any way the meaning of interpretation of the Trust Agreement.

IN WITNESS WHEREOF, Settlor, Beneficiary and Trustee respectively have executed this Trust Agreement or caused it to be executed by duly authorized officers, affixed with their corporate seals (if applicable) and attested, all as of the day and year first above written.

ENTERTAINMENT TOURS, INC., as Settlor

By: 

Printed name and title: MARK CURRERI President

ACADEMY EXPRESS, L.L.C., as Beneficiary

By: _____

Printed name and title: _____

FRANCIS TEDESCO, MEMBER

JAMES A. CALDERWOOD, as Trustee

By: _____

ACADEMY EXPRESS, L.L.C., as Beneficiary

By: _____

Printed name and title: _____

JAMES A. CALDERWOOD, as Trustee

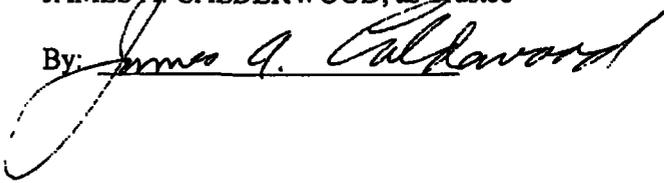
By:  _____

EXHIBIT A

VOTING TRUST CERTIFICATE

THIS IS TO CERTIFY that Academy Express, L.L.C. ("Beneficiary"), or its successor-in-interest as hereafter provided, will be entitled on the surrender of this Certificate, to receive on the termination of the Voting Trust Agreement or otherwise as provided in Section 7 of said Voting Trust Agreement, all of the authorized and outstanding shares of common stock of Entertainment Tours, Inc. ("Settlor"). This Certificate is issued pursuant to, and the rights of the holder hereof are subject to and limited by, the terms of the Voting Trust agreement, dated as of March 30, 2012, by and among Settlor, Beneficiary and James A. Calderwood, Esq., ("Trustee"). A copy of the Voting Trust Agreement is on file in the office of the Trustee, 888 17th Street, NW (Ste. 700), Washington, DC 20006, and, subject to any applicable requirements of law, is available for inspection by any officer or director of the Settlor, the holder hereof or the agent of any of the foregoing. The Voting Trust Agreement, unless earlier terminated (or extended) pursuant to the terms thereof will terminate March 1, 2022, so long as no violation of 49 U.S.C. §14303, or any successor provision, will result from such termination.

This Certificate shall be transferable only on the books of the Trustee or any successor Trustee, to be kept by it, on surrender hereof by the registered holder in person or by attorney duly authorized in accordance with the provisions of the Voting Trust Agreement, and, until so transferred, the Trustee may treat the registered holder as the

owner of this Certificate for all purposes whatever, unaffected by any notice to the contrary.

Any registered subsequent holder of this Certificate, as successor-in-interest to Beneficiary, shall be entitled to the benefits of the Voting Trust Agreement, including, without limitation, the right to receive payment equal to the cash divided, if any, paid by Settlor with respect to shares represented by this Certificate.

By accepting this Certificate, the holder hereof assents to all of the provisions of, and becomes a party to, the Voting Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to signed as of the date indicated below.

Dated at Washington, DC, this 30th day of March, 2012.

James A. Calderwood, Trustee

[FORM FOR TRANSFERRING A VOTING TRUST CERTIFICATE]

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the attached Voting Trust Certificate and all rights and interests represented thereby, and does hereby irrevocably constitute and appoint _____ as his, her or its attorney to transfer said Voting Trust Certificate on the books of the Trustee mentioned therein, with full power of substitution in the premises.

Dated at _____ this _____ day of _____.

Witness: _____