

MARK W. RICHARDSON, P.C.

ATTORNEYS AT LAW

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June 17, 2011

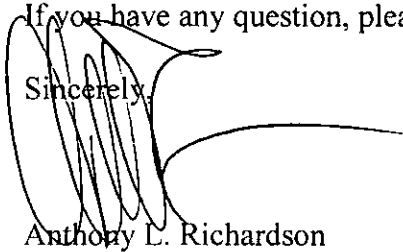
Pennsylvania Public Utility Commission,
P. O. Box 3265,
Harrisburg, PA 17105-3265.

Re: Application for Approval of Transfer of Common Carrier
License No. A-00123697, Folder No. Three (3)

Please find enclosed copy Application for Approval of Transfer of Common Carrier in all supporting documentation filed on behalf of Austin A-1 Transportation Service, LLC.

If you have any question, please do not hesitate to contact this office.

Sincerely,



Anthony L. Richardson

ALR/slm
Enclosure

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**APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON CARRIER OR CONTRACT RIGHTS**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Applicant **Austin A-1 Transportation Service LLC (Alex Austin & Aykema Mabery)**
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right as **Common** carrier, described at
(common - contract)

Docket

No. **A-00123697**, Folder No. **Three (3)**, issued to Platinum Touch Transportation
(Calvin L Cannon Jr.)
(Transferor – Seller)

for transportation of **persons**.
(persons – household goods)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. **Alex R Austin & Aykema C Mabery**
(Full and Correct Name of Applicant/Transferee)
2. **Austin's A-1 Transportation Service LLC**
(Trade Name, If Any)

The trade name **HAS** _____ been registered with the Secretary of the Commonwealth
(has or has not)

on **05/09/2011** (attach copy of stamped registration form.)
(Date)

3. **1005 Pontiac Drive** _____
(Business Street Address) (P. O. Box, If Any)

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Approval for Transfer & Exercise of Common Carrier or Contract Rights
(Revised 2/11)

Drexel Hill	Delaware	PA	19026	215-868-8059
(City)	(County)	(State)	(Zip)	(Telephone)

4. Applicant's attorney (for this application) is:

Anthony L. Richardson	1518 Walnut St., Ste. 1110, Phila. Pa.	19102	(215)735-0078
(Name)	(Address)	(Zip)	(Telephone)

5. Any documents should be mailed to:

Transferee: **Austin's A-1 Transportation Service LLC 1005 Pontiac Dr Drexel Hill Pa 19026**

(Name)

(Address)

Transferor: **Platinum Touch Transportation 4404 N Uber St Phila Pa 19140**

(Name)

(Address)

6. Applicant **DOES NOT** hold Pa. P. U. C. authority under Docket Number
(does or does not)

A- 00123697 and operates as a **common** carrier.
(common or contract)

7. Applicant **DOES NOT** hold Interstate Commerce Commission authority at Docket
(does or does not)

No__.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

Alex R Austin & Aykema C Mabery

316 Folsom Ave Folsom Pa 19033

(Name)

(Address)



Corporation. Organized under the laws of the state of PA
and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on 05/09/2011 (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. If applicant, its stockholder or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

10. Applicant proposes to acquire ALL of the operating rights now held by transferor.
(all or part)

Attach a sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted give reasons.

11. The reason for the transfer is purchase of PUC License

12a. The following must be attached:

- Sales Agreement
- List of equipment to be used to render service. (Summarized by type)
- Operating authority to be transferred/retained.
- Statement of Financial Position
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of Safety Program.
- Statement of transferee's experience.

b. Attach the following, as appropriate (check those attached):

- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- Statement of Corporate charter purpose. (Corporations only)
- List of Corporate officers and stockholders. (Corporations only)

- Copy of short form certificate showing date of death of transferor and name of executor/administrator/administratrix.

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferee sign here: *Amelia R. Austin* 6/10/11
(Each Partner Must Sign) (Date)

(Corporate Seal) _____

Transferor sign here: *Calvin L. Lanna Jr*

(Corporate Seal) _____

APPLICATION VERIFICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information and belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to Unsworn Falsification To Authorities.

TRANSFEROR (SELLER)

<u>Calvin L Cannon Jr</u>	<u>Calvin L Cannon Jr</u>	<u>6/10/2011</u>
(Print Name)	(Signature)	(Date)
<u>Platinum TOUCH Transportation</u>	<u>Platinum TOUCH Transportation</u>	<u>6/10/2011</u>
(Print Name)	(Signature)	(Date)
_____	_____	_____
(Print Name)	(Signature)	(Date)

TRANSFeree (BUYER)

<u>Alex R Austin</u>	<u>Alex R. Austin</u>	<u>6/10/11</u>
(Print Name)	(Signature)	(Date)
<u>Aykema C Mabery</u>	<u>Aykema C Mabery</u>	<u>6/10/2011</u>
(Print Name)	(Signature)	(Date)
_____	_____	_____
(Print Name)	(Signature)	(Date)

If the Applicant is a sole-proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.

VERIFIED STATEMENT OF APPLICANT

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE APPLICANT'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

Alex R Austin & Aykema C Mabery

Legal Name of Applicant

Austin's A-1 Transportation Service LLC

Trade Name, if any

1005 Pontiac Dr

Street Address (principal place of business)

Drexel Hill

City or Municipality

Pa

State

19026

Zip Code

The Verified Statement of the Applicant is more or less a business plan, or your proposal for providing the transportation service for which you are making application. Prior to deciding to make application for operating authority from the Public Utility Commission, you likely gave much consideration to the manner in which you would operate the business in order that you could provide satisfactory service to your customers and so that you could make a reasonable profit. As part of the application process, you must provide the Commission with your proposal to provide the transportation service.

At minimum, the Verified Statement of the Applicant should include a discussion of the numbered items listed below and on the following pages. You are encouraged to provide as much information as possible about the particular subject as is necessary to fully explain your plan. If you fail to provide sufficient information about the subjects listed below, it may cause the review of your application to be delayed until you provide the necessary information. If you need more space to provide your explanation, please attach additional pages that list the appropriate item by number.

1. Identify the person making the Verified Statement on behalf of the applicant. If the applicant is a sole proprietor making the statement, this will be the same information as provided above. If an employee/officer of applicant is making the statement, give name, title, business address and telephone number, and indicate that the applicant's directors/owners/partners/etc. have authorized the witness to speak for the business.

Austin's A-1 Transportation Service LLC

Alex R Austin (CEO/Owner)

Aykema C Mabery (CFO/Owner)

1005 Pontiac Dr

Drexel Hill Pa 19026

2. List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

N/A

3. Describe your business experience, particularly any experience relating to the operation of a transportation service. You may also include an explanation of education or training that you believe may be relevant.

I (Alex Austin) previously was employed as a driver for Van Go Invalid Coach and Rapid Rover Airport Shuttle in NJ for 7 years. Each company transported non-emergency clients in a curb to curb service assisting passengers in and out of the vehicle. Part of the requirements for these jobs was the ability to read a map and find destinations without assistance. Due to my impeccable driving record and good work ethic I was later promoted to Office Mgr for Van Go running the office in Bridgeton NJ. I was in command of 4 employees, with responsibilities that consisted of scheduling trips, soliciting new clients, keeping vehicle service records. I (Alex Austin) also drove for Drexel University public safety campus patrol. My primary functions were patrol campus, driving escorts for students & staff and was required to daily vehicle inspections. I (Aykema Mabery) have been the employed with a K-12 charter school for 9 years and am currently the Business Manager. I am responsible for managing a \$14 million budget; some of my other duties are payroll, accounts payable and accounts receivable managing a small staff and a school store. I am currently in a Graduate program to obtain my MBA with a concentration in Accounting. I also have my undergraduate degree from Eastern University.

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours.

Our office will be a home based office for initial start up and our business mailing address is 1005 Pontiac Dr Drexel Hill Pa 19026. Our office equipment will consist of a desk, computer, file cabinet, fax, printer, scanner, dispatch phone service, and information board. Our vehicle will be housed at our home property for initial start up. As the business grows , we will purchase more vehicles, and look to acquire a parking

facility to store the vehicles. Our computers will be set up with our financial and record keeping programs with detailed record filing for all PUC information, driver information, daily driving logs, customer reservations, directions for trips, financial payments, weather conditions, emergency contacts and the companies safety and employee guidelines (which will coincide with Local and State regulations) Our communication network will be set up with a landline number, there a customer can call in for service or schedule a reservation. Once a contract is established, it will be dispatched to the driver by way of cell phone. The owner (Alex R Austin) will take responsibility of maintaining that all the regulations and communications from the PUC will be inherited and enforced in Austin's A-1 Transportation Service LLC will set this information up initial, among himself and any other future employee. I will also maintain the accuracy of the data being entered into our database, that it's correct and ready to be visually inspected by the above authorities and their affiliates when requested. Our company's business hours will initially be 6am-9pm Thur-Sun for pre-booked reservations.

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. **(Do not address drivers in your explanation about this item; drivers are addressed separately in item # 6).**

The initial amount of employees will be 2 for start up. One being the CEO/owner who will be the driver, maintain the maintenance of the vehicles, and responsible for the entire operation of the business. The second being the CFO/owner who will be responsible for scheduling trips, and handling the financial business side of the operation of the business

6. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the geographical territory you will be serving. In addition, please explain:
 - a. Your hiring standards for drivers;
 - b. Your system to ensure prospective drivers will be subject to a criminal background check;
 - c. Your driver training program;
 - d. Your system for ensuring that your drivers are properly licensed at all times;
 - e. Your system to ensure that all drivers will be subject to a criminal background check every two years;
 - f. Your policies regarding alcohol and drug use by your drivers.

The initial number of drivers will be 1 (owner/operator) for the start up of the operation. Once the business begins to show growth we will look into hiring additional drivers. The

sole driver will be responsible for maintaining the vehicles maintenance schedules and keeping the vehicles in service to provide our clients with a better option of service. Our driving standards for all drivers will be a valid Pa drivers license, we will verify driving record that is clean of accidents and moving violations and points and must be kept throughout employment.. They must also attend and successfully complete all safety courses and driving regulations for the state in which they are driving and obtain a physical examination certificate. A criminal background check will be required annually. All drivers must sign off that they will comply with our companies' policy and procedures at all times. Our driving program will consist of new driver (experience or non-experience) will spend 24hrs of driver training with owner or another driver to learn and become accustomed with the vehicle that they will be operating. They also will be given an employee handbook of the company standards and regulations that will coincide with the states driving and safety laws. This will remain in their file for the length of their employment and 6 months after. All drivers will have their drivers license photo copied and stored in their file upon being hired. They also will be required to have their license on their person at all times as part of their uniform and show their license when signing out the vehicle that they will be using. The drivers will also be given a 6-12 month license review for any violations and suspensions annually by having their drivers license verified through the Department of Motor Vehicle. At no given time will alcohol or drug use be tolerated for any reason. If any employee is found using alcohol or drugs or driving under the influence they will be terminated from the company immediately and turned over to the proper legal authority of the law.

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below. Taxicabs and limousines may not be used if the vehicle's age is greater than eight model years.

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SEATING CAPACITY</u>	<u>VEHICLE ID #</u>
2006	Ford	Expedition	8	

8. Describe your vehicle safety program. Please include the following in your explanation:
 - a. Your periodic vehicle maintenance plan;

- b. Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) that are applicable to the type of vehicles used in your business;
- c. Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Section 29.403 (applicable to passenger applicants only);
- d. Your system for replacing vehicles once they are greater than eight model years in age in compliance with 52 Pa. Code, Section 29.314(d) (applicable to taxicabs) or 52 Pa. Code, Section 29.333(e) (applicable to limousines);
- e. Your system for ensuring the filing of an annual vehicle list (taxicabs and limousines);
- f. Your system for ensuring your vehicles will comply with the requirements of 49 CFR Parts 393 and 396, as adopted by the PUC at 52 Pa. Code, Chapter 37 (applicable to HHG applicants).

Our vehicle safety program consists of our vehicles being inspected on a daily, weekly, monthly, and yearly bases to re-insure we stay in compliance with all state and safety regulations. On a daily each vehicle will be walked out to check for the following: oil, brakes, transmission, antifreeze, and windshield fluid, tire pressure and wear and tear, headlights, brake lights, reverse lights, interior lights, electrical components, turn signals, horn, mirrors, speedometer, windshield wipers, heat, air, windows (operational and for glazing or construction), safety windows, interior seats (in good condition no tears or punctures), seatbelts and all safety and emergency features are operational. Exterior body (dents and scratches) and all four matching tire covers and the vehicle must be cleaned inside and out. All of the daily inspections must be logged and completed before leaving the premises and upon return. If any part of the daily inspection does not meet the safety standards, the vehicle will not be allowed to leave the premises until all discrepancies are satisfied. On a weekly basis all vehicles will receive the normal daily routine with an addition of checking the vehicles suspension and shocks, hose, belts, rears and racks (steering components), any type of leaks, change oil if needed and wash vehicle. On a monthly basis all vehicles will receive the daily and weekly routines with an addition to changing all fluids, complete a full safety and emergency check of the vehicles. On a yearly basis all vehicles will receive the normal daily, weekly, monthly routines along with state inspection.

- 9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.

We have received several insurance quotes ranging from \$4500-\$5500 from companies that carry "Livery for Hire Insurance". We budgeted the down payment in our start up costs for starting the business, and will be able to maintain the premium based on the volume of business we will be assuming from the transferor along with the purchase of the PUC license.

Statement of Financial Position (Balance Sheet)
As of (date) 06/03/2011

ASSETS

Current Assets		
Cash	10,000	
Accounts Receivable	<u>0</u>	
Notes Receivable	<u>0</u>	
Other Current Assets (specify)	<u>0</u>	
Total Current Assets		<u>10,000</u>
Tangible Assets		
Motor Vehicle Equipment	13,000	
Less: Accumulated Depreciation		13000
-		=
Building and Structures		
Less: Accumulated Depreciation		
-		=
Office Equipment		
Less: Accumulated Depreciation		
-		=
Land		
Investments and Funds (specify)		
Intangible Assets		
Other Assets (advances and idle equipment – specify)		
TOTAL ASSETS		<u>23,000.00</u>

LIABILITIES

Current Liabilities (Due within one year of date)		
Accounts Payable		
Notes Payable		
Equipment Obligations		
Other Liabilities (Attach schedule)		
Total Current Liabilities		
Long Term Liabilities (Due after one year of date)		
Accounts Payable		
Notes Payable		
Equipment Obligations		
Other Liabilities (Attach Schedule)		
Total Long Term Liabilities		
TOTAL LIABILITIES		

NET WORTH (Partnerships and individuals, only) 23,000.00

<u>OWNER'S EQUITY</u> (Corporations only)		
Capital Stock		
Additional Paid-in Capital		
Retained Earnings		
Less: Treasury Stock	-	
Total Owner's Equity		
TOTAL LIABILITIES & OWNER'S EQUITY		<u>23,000.00</u>

STATEMENT OF FINANCIAL POSITION
One Year Projected Income Statement

REVENUE and GAINS

Operating Revenue	\$35,560.00
Net Revenue from non-carrier operations	_____
Dividend and interest revenues	_____
Other non-operating revenue	_____
Gains	_____
Total Revenue and Gains	\$25000.00

EXPENSES

Equipment Maintenance and Garage Expense	\$3500.00
Insurance Expense	\$5000.00
Employee Salaries	\$2200.00
Supervisory Salaries	_____
Officer Salaries	_____
Fuel Expense	\$11520.00
Purchased Transportation (Lease Expense)	\$3024.00
Materials and Supplies Expense	\$2000.00
General Office Expense	_____
Advertising Expense	\$600.00
Telephone Expense	\$960.00
Accounting Expense	\$1500.00
Legal Expense	\$1500.00
Uncollectible Revenue	_____
Depreciation Expense	_____
Amortization	_____
Operating Taxes and Licenses	\$2000
Rent Expense	_____
Loss	_____
Total Operating Expenses and Losses	_____

Net Income Before Taxes

Provision for Income Taxes	\$1756.00
<u>Net Income (Loss)</u>	_____

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name		
ANTHONY L. RICHARDSON, ESQUIRE		
Address		
1518 WALNUT ST. SUITE 1110		
City	State	Zip Code
PHILADELPHIA.	PA	19102

Document will be returned to the name and address you enter to the left.



Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)

Fee: \$125



T1113067055

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (*designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation*):
AUSTIN'S A-1 TRANSPORTATION SERVICE, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
1005 PONTIAC DRIVE	DREXEL HILL	PA	19026	DELAWARE

(b) Name of Commercial Registered Office Provider _____ County _____
c/o: _____

3. The name and address, including street and number, if any, of each organizer is (*all organizers must sign on page 2*):

Name	Address
ALEX AUSTIN	316 FOLSOM AVENUE, FOLSOM, PA 19033
AYKEMA MABERY	316 FOLSOM AVENUE, FOLSOM, PA 19033

PA DEPT. OF STATE
MAY 09 2011

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4. *Strike out if inapplicable term:*
~~A member's interest in the company is to be evidenced by a certificate of membership interest.~~

5. *Strike out if inapplicable:*
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: 3-11-2011
month date year hour, if any

7. *Strike out if inapplicable:* ~~The company is a restricted professional company organized to render the following restricted professional service(s):~~

8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this
5th day of MAY 2011.

[Signature]
Signature

[Signature]
Signature

Signature

RECEIVED

2011 JUL -1 AM 10: 50

PA.P.U.C.
SECRETARY'S BUREAU

PURCHASE AGREEMENT

COMMON CARRIER OF PERSONS IN PARATRANSIT SERVICE LICENSE

THIS IS AN AGREEMENT made as of the 10th day of June, 2011, by and between Alex R. Austin and Aykema C. Mabery (collectively hereinafter referred to as the "Buyer"), and Calvin Cannon (hereinafter referred to as the "Seller")

BACKGROUND

- A. Seller is currently the owner of a certain Common Carrier of Persons in Paratransit Service license (Certificate No. A-001123697, Folder No. 3), which Seller intends and hereby agrees to sell to Buyer by transferring title thereto to Buyer.
- B. Buyer intends and hereby agrees to purchase from Seller the Common Carrier of Persons in Paratransit Service License under the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the mutual promises and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Seller agrees to sell the Common Carrier of Persons in Paratransit Service License to Buyer and Buyer agrees to purchase the Common Carrier of Persons in Paratransit Service License in accordance with the terms of this Agreement.

Seller agrees to sell the Common Carrier of Persons in Paratransit Service License to Buyer and Buyer agrees to purchase the Common Carrier of Persons in Paratransit Service License in accordance with the terms of this Agreement.

2. Amount of Purchase Price. The total purchase price to be paid by Buyer to Seller for the Common Carrier of Persons in Paratransit Service License (the "Purchase Price") shall be the sum of Ten Thousand (\$10,000.00) Dollars

2.1 Payment of Purchase Price. The Purchase Price shall be paid by Buyer to Seller by paying Five Thousand (\$5000.00) Dollars at the signing of this agreement (the "Deposit") paid to Seller by certified funds

2.2 Balance shall be will be financed over 8 months. The monthly payment of \$625.00 must be made by cash, check or money order by the 1st of every month and will begin first month after the transfer is approved. There will be a \$75.00 fee for a bounced check fee and checks will no longer be accepted. After the 5th of the month the buyer will incur a \$75.00 late fee. After 30 days of no payment the loan will be in default and the seller will begin the proceedings to reverse the transfer of the PUC License. The seller will take ownership of the PUC License and the buyer will lose any monies paid towards the PUC License.

2.3 Seller agrees to transfer their client list to Buyers and assist with the transfer process as much as reasonably possible. Seller agrees to keep business online on for 60 days and transfer all business calls relating to "Paratransit" to Buyer. Sellers final trip using said PUC License will be no later than one week from receipt of deposit and signed contact. Seller will transfer any trip scheduled afterwards that week to the Buyers as a courtesy.

2.4 In the event transfer of License is rejected by the PUC, seller agrees to sale buyer corporation owning the license (Platinum touch) including Paratransit License.

3. If the Seller is a corporation, a copy of the Certificate of Incorporation, Articles of Incorporation, and Bylaws of Seller, along with a certified resolution of Seller authorizing this transaction.

3.1 Such other documents as reasonably may be required to fulfill Seller's obligations hereunder and effectuate the sale contemplated hereby.

4. Seller makes the following representations and warranties to Buyer:

- i. There has not been filed by or against Seller a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee, under state or federal law, nor has Seller made an assignment for the benefit of creditors or filed a petition for an arrangement or entered into an arrangement with creditors which petition, proceedings, assignment, or arrangement was not dismissed by final, unappealable order of the court or body having jurisdiction over the matter; and Seller is not insolvent and has not admitted in writing the inability to pay its debts as they become due.

- ii. Seller has the full and lawful unrestricted right and power to execute, deliver, and perform its obligations under this Agreement and to complete all transactions contemplated hereunder. Seller has obtained all consents, approvals, and authorizations from all persons, entities, and governmental authorities required to enter into this Agreement and to consummate the transactions contemplated hereby.
- iii. There are no rights, options, or other agreements of any kind to purchase or otherwise acquire or sell or otherwise dispose of the Common Carrier of Persons in Paratransit Service License, or any interest therein, nor any claims to such rights, options, or other agreements.
- iv. There are not now, nor have there ever been, any claims, actions, suits, proceedings, or investigations, nor any order, decree or judgment, in law or in equity, pending or in effect, or to the best knowledge of Seller, threatened or contemplated against, by, or affecting Seller or the Common Carrier of Persons in Paratransit Service License, and Seller does not know or have reason to be aware of any basis for any other such claim, action, suit, proceeding, or investigation arising out of or relating to the Common Carrier of Persons in Paratransit Service License. No proceedings or actions are pending or, to the best of Seller's knowledge, threatened, which do or might limit or impair any of the powers, rights, or privileges of Seller necessary to enter into and be bound by this Agreement and to consummate the transactions contemplated hereby. To the best of Seller's knowledge, there is not now any action, proceeding, or investigation, pending or threatened, which questions the validity or enforceability of this Agreement, any document or agreement affecting the Seller or the Common Carrier of Persons in Paratransit Service License.
- v. This Agreement is the legal, valid, and binding obligation of, and is enforceable against Seller in accordance with its terms, except to the extent such enforcement may be affected by general principles of equity, or by bankruptcy and other laws affecting the rights of creditors generally; the execution and delivery of this Agreement and compliance with the terms and conditions of this Agreement by Seller, will not breach or conflict with any of the terms, conditions, or provisions of any agreement or instrument to which Seller is a party or by which Seller or the Common Carrier of Persons in Paratransit Service License is, are, or may be bound, or constitute a default thereunder; and the authorization, execution, and

delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice or passage of time or both:

- a. violate, conflict with, or result in the breach of any terms or provisions of, or require any notice, filing, or consent under (I) any statutes, laws, rules, or regulations of any governmental body applicable to Seller or the Common Carrier of Persons in Paratransit Service License; or (II) any judgment, decree, writ, injunction, order, or award of any arbitrator, court, or governmental authority binding upon Seller or the Common Carrier of Persons in Paratransit Service License; or (III) the certificate of incorporation or the bylaws of the Seller.
 - b. conflict with, result in the breach of any terms or provisions of, require any notice or consent under, give rise to a right of termination of, or constitute a default under, any agreement or instrument of any kind to which Seller is a party or by which Seller or the Common Carrier of Persons in Paratransit Service License is bound; or
 - c. result in any lien, claim, encumbrance, or restriction on the Common Carrier of Persons in Paratransit Service License.
- vi. With respect to the Common Carrier of Persons in Paratransit Service License, as of the date of this Agreement:
- a. There are no contracts, agreements, leases, or commitments, written or oral, affecting the Common Carrier of Persons in Paratransit Service License or Seller's right, title, or interest therein that would be binding on Buyer.
 - b. Seller is the sole and unconditional owner of the Common Carrier of Persons in Paratransit Service License, and the Common Carrier of Persons in Paratransit Service License is unencumbered and not the subject of any security agreement.
- vii. All taxes and assessments due in connection with the operation of the business to any city, county, state, or federal governmental agencies have been paid in full and shall be paid as of the date of closing and all due returns, forms, and taxes required to be filed with said agencies have been properly filed and paid as of the date hereof.

- viii. Seller is neither liable nor responsible for any estate taxes, deficiencies, assessments, or other related charges due to any city, county, state, or Federal governmental agencies.

4.1 Seller shall inform Buyer of any facts, transactions, or occurrences of which it becomes aware after the date hereof that would render any of the representations and warranties contained in this Section untrue in any material respect.

5. Seller agrees to Indemnify Buyer against and in respect of the following:
A breach of any of the representations or warranties or covenants of Seller set forth in this Agreement; and

- i. Any and all of the following debts, liabilities, and obligations of Seller, either direct or indirect, accrued, absolute, contingent, or otherwise, and whether known or unknown, or due or payable, fixed or unfixed, choate or inchoate, liquidated or unliquidated, or secured or unsecured:
 - a. those existing prior to, and at, the Closing Date but not arising thereafter; and
 - b. those arising from any contract or commitment entered into or made, or any liabilities, acts, transactions, agreements, understandings, or obligations incurred, by Seller (including without limitation obligations incurred prior to Closing as the result of any circumstance or state of facts that occurred or existed prior to Closing, such as a personal injury or property damage that is claimed to have occurred prior to Closing) on or before the Closing Date; and

6. As a condition to Buyer's completion of Transfer, the Common Carrier of Persons in Paratransit Service License shall be good and marketable and free and clear of all liens, restrictions, easements, and encumbrances. Seller shall pay all release fees, prepayment penalties, mortgage taxes, or other charges whatsoever assessed by the holders of any liens secured by the Common Carrier of Persons in Paratransit Service License or assessed by any governmental authority in connection with this transaction.

6.1 Seller shall be solely responsible for the payment or other satisfaction and discharge of record of all liens against the Common Carrier of Persons in Paratransit Service License. If there are any liens or encumbrances that Seller is obligated to remove and discharge, Seller may use any portion of the balance of the Purchase Price to satisfy the same.

7. Notices. All notices, requests, and other communications under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage

prepaid, or by overnight carrier providing delivery receipt, or by receipted hand delivery addressed as follows:

Buyer: 1005 Pontiac Drive, Drexel Hill, PA 19026
A1TRANSVC@GMAIL.COM

Seller: 4404 Uber Street, Philadelphia, PA 19140
PLATINUMTOUCHT@AOL.COM

or to such other address or addresses or party or parties of which Seller or Buyer shall have given notice as herein provided.

8. Modification. This Agreement may be modified only by a written agreement signed by all parties.

9. In the event that Seller's title is not as stipulated herein or Seller is otherwise in default in the performance of the provisions hereof, Buyer may either (i) disregard such default and perform this Agreement by accepting title in such condition as Seller can convey, with abatement in purchase price solely for monetary liens of an ascertainable amount, or (ii) terminate this Agreement and recover the Deposit plus interest and any costs incurred in connection with this Agreement from Sellers, or (iii) seek specific performance of Seller's obligations hereunder.

9.1 In the event that Buyer shall be unable to perform its obligations hereunder in accordance with the terms of this Agreement, this Agreement shall be terminated, whereupon the Seller shall retain the Deposit, together with all accrued interest thereon, as its sole remedy, which shall constitute liquidated damages for such default.

10. Counterparts. This Agreement may be executed in any number of identical counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.

11. Whole Agreement. All understandings and agreements made between the parties hereto, including, but not limited to, the letter of intent dated, whether oral or written, are merged into this Agreement, which alone fully and completely expresses their agreement.

12. Severability. If any provision of this Agreement shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Agreement, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

13. Governing Law. This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the parties submit to the jurisdiction of the courts of this state.

14. Time of the Essence. Time is of the essence in regard to the performance of the duties and obligations of the parties to this Agreement.

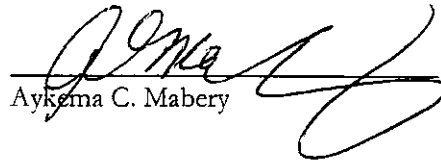
15. Assignment. Buyer may freely assign its rights and interest in this Agreement to any entity in which the parties named herein as Buyer retain a substantial economic interest as partners or shareholders, and may otherwise only assign its rights and interest herein on receipt of Seller's prior written consent. This Agreement will extend to and be binding upon the successors and assigns of Buyer and of Seller.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement on the day and year first above written.

Buyers:

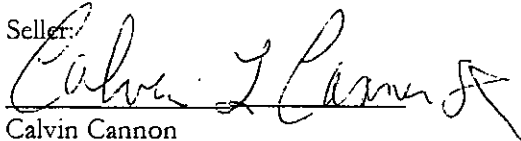


Alex Austin



Aykema C. Mabery

Seller:



Calvin Cannon

Record Check Details

*This screen displays the details of a particular record check request. The request process has been completed. **You may now print the certification form for your records.** Nothing will be mailed to you To view/print the invoice associated with this record check request just click on the invoice **number** hyperlink. To view/print the certification form for this request click on the **Certification Form** hyperlink.*

Control #R7958961

Requested by Alex Reginald Austin

Subject Name: Austin,Alex R	Status: No Record
Race: Black	Request Date: 06/09/2011 05:32 PM
Sex: M	Last Update Date: 06/09/2011 05:46 PM
Date of Birth: 06/03/1972	Fee: \$10.00
Social Security #: 182-56-9099	Payment Method: Credit Card
Reason for Request:	Invoice #: R7958961

Certification Form

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Record Check Details

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Control #R7958960

Requested by Alex Reginald Austin

Subject Name: Mabery,Aykema C	Status: No Record
Race: Black	Request Date: 06/09/2011 05:31 PM
Sex: F	Last Update Date: 06/09/2011 05:46 PM
Date of Birth: 03/31/1978	Fee: \$10.00
Social Security #: 091-62-6470	Payment Method: Credit Card
Reason for Request:	Invoice #: R7958960

Certification Form

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MARK W. RICHARDSON, P.C.

ATTORNEYS AT LAW

1518 WALNUT STREET, SUITE 1110
PHILADELPHIA, PENNSYLVANIA 19102

Pennsylvania Public Utility Commission,
P. O. Box 3265,
Harrisburg, PA 17105-3265.