

**Approval for Transfer & Exercise of Common Carrier or Contract Rights
(Revised 11/13)**

**INSTRUCTIONS TO BE FOLLOWED IN PREPARING APPLICATION
No Application Will Be Accepted From a Minor**

1. THIS APPLICATION FORM IS ONLY TO BE USED IN APPLYING FOR A TRANSFER OF RIGHTS UNDER EXISTING CERTIFICATES, PERMITS OR LICENSES. No application will be entertained for a transfer of rights which has been cancelled or which for other reasons is obsolete.
2. A separate application must be filed for each type of service, such as common carrier of persons on schedule; contract carrier of persons; transportation of persons on call or demand; or transportation of persons in group and party service (15 or less passengers).
3. It is not required that an applicant be represented by an attorney to file the application. However, at a hearing, a Corporation must be represented by an attorney.
4. An original signed and verified application must be either electronically filed (eFiled) with the Commission or filed in paper form with the Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. A filing fee of Three Hundred Fifty Dollars (\$350.00) is required and shall be paid by certified check or money order, **made payable to the Commonwealth of Pennsylvania.**
5. This application will not be accepted unless all of the transferor's outstanding fines and assessments have been paid.
6. Statement of Financial Condition – Financial information must be less than six (6) months old.
7. All corporate names and trade names must be registered with the Pa. Department of State. A Certificate of Incorporation is issued to a Pa. Corporation. A Certificate of Authority is issued to a non-Pa (Foreign) Corporation. Contact the Department of State's Corporation Bureau at (717) 787-1057 for more information. Copies of the certificates are not required from currently certificated/permitted PUC carriers.
8. If the space provided on this form is insufficient, prepare response on a separate sheet, attach it to application and give it the same number as question or statement to which it refers.
9. Contract carriers: Although desirable, copies of contracts are not required to be filed with the application. However, they must be submitted prior to issuance of the permit.
10. The Sales Agreement must specify that the rights being purchased will be paid within a reasonably short period of time following PUC approval. If it is intended that payments be made over an extended period of time, a separate judgement or promissory note must be executed between the parties and attached to the application. The Sales Agreement must also include a breakdown of the amount paid for the PUC rights and the amount paid for all other assets to be transferred.

NOTE: INCOMPLETE APPLICATIONS ARE NOT ACCEPTABLE FOR FILING AND WILL BE RETURNED. IF YOU NEED FURTHER ASSISTANCE IN COMPLETING THIS APPLICATION, PLEASE CALL 717-787-3834.

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Jamie L Frampton
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

as a Common carrier, described at Docket
(common - contract)

No. A-00114163, Folder No. —, issued to

Dennis Perigo
(Transferor - Seller)

for transportation of Household goods
(persons - household goods)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Jamie Lee Frampton
(Full and Correct Name of Applicant/Transferee)

2. SHAFFER'S TRANSFER
(Trade Name, If Any)

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

on 3-13-97 (attach copy of stamped registration form.) - See ATTACHED PAPERS.
(Date)

3. 513 Old Lincoln Highway PO Box 114
(Business Street Address) (P. O. Box, If Any)

Stoystown Somerset PA. (814) 893-6176
(City) (County) (State) (Zip) (Telephone)

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

N/A
(Name) (Address) (Telephone)

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Microfilm Number _____

Filed with the Department of State on MAR 13 1997

Entity Number 957233

[Signature]
Secretary of the Commonwealth
[Initials]

**APPLICATION FOR AMENDMENT, CANCELLATION OR WITHDRAWAL
FICTITIOUS NAME**
DSCB:54-312/313 (Rev 90)

Indicate type of transaction (check one):

- Application for Amendment of Fictitious Name Registration (54 Pa.C.S. § 312)
- Application for Cancellation of Fictitious Name Registration (54 Pa.C.S. § 313)
- Application for Withdrawal from Fictitious Name Registration (54 Pa.C.S. § 313)

In compliance with the requirements of 54 Pa.C.S. Ch.3 (relating to fictitious names), the undersigned entity or entities, desiring to amend, cancel or to withdraw from a fictitious name registration, hereby state(s) that:

1. The fictitious name as heretofore registered is: SHAFFER'S TRANSFER

2. The address of the principal place of business of the business or other activity carried on under or through the fictitious name, including number and street, if any, is (the Department is authorized to conform to the records of the Department):

<u>R.O.#1 Box 324</u>	<u>STOYSTOWN</u>	<u>PA</u>	<u>15563</u>	<u>SOMERSET</u>
Number and Street	City	State	Zip	County

3. The last preceding filing with respect to this fictitious name was made in the Department of State on: 1-6-87

at *8702 *1094
(Roll and Film)

4. (Check one or more of the following, as appropriate):

A. The fictitious name has been changed to: _____

B. The principal place of business set forth in paragraph 2 has been changed to (P.O. Box alone is not acceptable):

<u>Box 114 R.O.#3</u>	<u>STOYSTOWN</u>	<u>PA</u>	<u>15563</u>	<u>SOMERSET</u>
Number and Street	City	State	Zip	County

C. The following party(ies) has (have) been added to the registration and their signature(s) appear(s) at the end of this application:

Name	Number and Street	City	State	Zip
<u>DENNIS PERIGO</u>	<u>Box 114 R.O.#3</u>	<u>STOYSTOWN</u>	<u>PA</u>	<u>15563</u>

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D. The following party(ies) has (have) withdrawn from the business or other activity carried on under or through the fictitious name and their signature(s) appear(s) at the end of this application:

Name	Number and Street	City	State	Zip
MARK A CORDEN	Box 224 RD#1	STOYSTOWN	PA	15563
STEVEN S CORDEN	2115 BICYCLE RD	STOYSTOWN	PA	15563

E. The fictitious name registration is cancelled.

5. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: COMMON CARRIER OF HOUSEHOLD GOODS.

6. (Strike out if a withdrawal or cancellation): This amendment, without reference to any other filing, sets forth all information with respect to the fictitious name which would be required in an original filing under the Fictitious Names Act.

7. (Strike out if a withdrawal or cancellation): The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

8. (Optional-See Instruction F): This application has been executed by an agent heretofore designated for that purpose in a prior filing in this registration.

IN TESTIMONY WHEREOF, the undersigned has (have) caused this Application for Amendment, Cancellation or Withdrawal Fictitious Name to be executed this 12 day of MARCH, 1997.

Withdrawing parties signature(s)

Mark A. Corden
Steven S. Corden

Adding parties signature(s)

James Pezgo

All current parties signature(s)

(Name of Entity)

(Name of Entity)

BY: _____
(Signature)

BY: _____
(Signature)

TITLE: _____

TITLE: _____

5. Any documents should be mailed to:

Transferee: Jamie L Frampton 862 Cumberland Highway Berlin PA 15530
(Name) (Address)

Transferor: Dennis Perigo 513 Old Lincoln Highway Stoystown PA 15563
(Name) (Address)

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

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

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

No. A- ~~00-11113-34~~ J.F.

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).

(Name)	(Address)

Corporation. Organized under the laws of the state of _____ and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on _____ (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 the Business.

12a. The following must be attached:

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

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: *Janice La Tourette* 7-14-14
(Each Partner Must Sign) (Date)
(Corporate Seal) _____

Transferor sign here: *[Signature]* 7-14-14
(Corporate Seal) _____

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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)

DENNIS PERIGO [Signature] 7-14-14
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

Jamie Lee Frampton [Signature] 7-14-14
(Print Name) (Signature) (Date)

(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.

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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.

Jamie Lee Frampton

Legal Name of Applicant

Skaffers - Transfer

Trade Name, if any

862 Cumberland Highway

Street Address (principal place of business)

Berlin

City or Municipality

P.A.

State

15530

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.

See Information Above, And Refer to Attached Business Plan for Additional Information

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.

See Attached Business Plan (Management Summary)

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

See Attached Paper #1⁷

1

(A) Business Office will be in a Private Residence.

9. 13' x 13' Designated area with separate Entrance Door.

(B) There is a Parking of 100' x 140' with Additional Private Parking, This is the Designated Area the Trucks will be Housed. There is also a 28' x 40' Garage Adjacent to 862 Cumberland Highway with an Additional Parking Area of 60' x 80'.

(C) Equipment in office.

• A Computer - Phone Lines - Copy machine - Printer. And (Fax machine upon start-up). There is also Filing Cabinets and Shelved file areas for keeping Records.

(D) Orders and Requests will be Taken via E-mail From the website, and Phone Calls.

Any Personal Contracts Aside from the General Public. the Customer's will Receive Personal Phone Numbers to Assist them.

(E) Trucks will be Dispatched Verbally and Drivers will Maintain Contact via a Company Cell Phone upon Arrival and Departure on all moves.

(F) Hours of operations will be conducted Between the hours of 8:00 AM - 5:00 PM. MON THRU FRI. and 8:00 AM THRU 12:00 PM. on Saturday's. Appointments at Different Times can be made.

(G) Refer to Attached Business Plan for Additional information

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.

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)

(A) 2 General Laborers

(B) in past Experience, this number of workers was more than efficient to complete the required tasks.

(C) workers will be required to safely move personal belonging to and from customers homes.

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:
- Your hiring standards for drivers;
 - Your system to ensure prospective drivers will be subject to a criminal background check;
 - Your driver training program;
 - Your system for ensuring that your drivers are properly licensed at all times;
 - Your system to ensure that all drivers will be subject to a criminal background check every two years;
 - Your policies regarding alcohol and drug use by your drivers.

(A) I will be sole driver (Jamie L. Frampton) in which I have a

Class A CDL License and have 2 yrs over the road experience. And have received training in a community college in Cedar Rapids Iowa.

(B) I have a substitute back up driver (Cary J. Frampton)

who also holds a Class A CDL and has 30 plus years driving

experience.

(C) There will be mandatory drug testing for any and all

persons for anyone hired to drive for the business including myself and the above listed. Along with personal background checks.

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>
1997	CHEVY	TRUCK	3	161BJ7C7J3VJ104352
2005	FREIGHTLNER	TRUCK	3	1FVACWDC55HUP4511

8. Describe your vehicle safety program. Please include the following in your explanation:

- Your periodic vehicle maintenance plan;
- 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;
- 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);
- 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);
- Your system for ensuring the filing of an annual vehicle list (taxicabs and limousines);
- 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).

See Attached BUSINESS PLAN!

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.

HAVE LOOKED INTO THE CURRENT OWNERS INSURANCE - COMPANY - AND VARIOUS OTHERS TO BE DETERMINED!

10. Please describe your customer service standards. Within your description, please explain:

- Your plan to inform customers of the procedures for filing complaints with the PUC;
- Your intended customer complaint resolution procedure.

A. Information will be provided in the case of complaint - to the customer - obtaining any and all information needed.

B. Appropriate Insurance will be carried to cover any and all concerns.

C. Decals and phone numbers will be displayed on trucks. And all complaints will be resolved

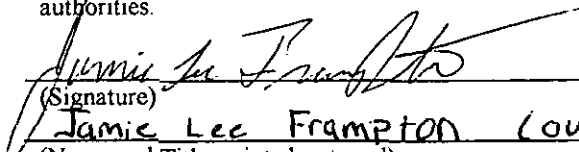
11. Criminal Record. Have you, any members (if LLC or LLP), shareholders, or officers (corporations) been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution?

YES NO

12. Financial Data. In addition to demonstrating your technical fitness, you must also demonstrate that you possess the financial fitness to provide the proposed transportation service. Therefore you must complete both parts of the "Statement of Financial Position", which follows this page. The first part is the Balance Sheet. You need only provide the applicable information. The second part of the Statement of Financial Position is the Projected Income Statement. The projection is your estimation of expected revenues and specific expenses for one year. You should use the projected information, along with the financial data reported on your balance sheet to help you determine if the proposed business can be feasible. Please feel free to also provide clarification information with your "Statement of Financial Position", which explains why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

Verification of Statement

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.


(Signature)
Jamie Lee Frampton (owner)
(Name and Title, printed or typed)

7-14-14
(Date)

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Statement of Financial Position (Balance Sheet)

As of (date) _____

ASSETS

See Attached BUSINESS PLAN

Current Assets

Cash _____
 Accounts Receivable _____
 Notes Receivable _____
 Other Current Assets (specify) _____
 Total Current Assets _____

Tangible Assets

Motor Vehicle Equipment _____
 Less: Accumulated Depreciation _____
 - _____ = _____
 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

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)

OWNER'S EQUITY (Corporations only)

Capital Stock _____
 Additional Paid-in Capital _____
 Retained Earnings _____
 Less: Treasury Stock - _____ = _____
 Total Owner's Equity _____

TOTAL LIABILITIES & OWNER'S EQUITY

**STATEMENT OF FINANCIAL POSITION
One Year Projected Income Statement**

See Attached BUSINESS PLAN.

REVENUE and GAINS

Operating Revenue

Net Revenue from non-carrier operations

Dividend and interest revenues

Other non-operating revenue

Gains

Total Revenue and Gains

EXPENSES

Equipment Maintenance and Garage Expense

Insurance Expense

Employee Salaries

Supervisory Salaries

Officer Salaries

Fuel Expense

Purchased Transportation (Lease Expense)

Materials and Supplies Expense

General Office Expense

Advertising Expense

Telephone Expense

Accounting Expense

Legal Expense

Uncollectible Revenue

Depreciation Expense

Amortization

Operating Taxes and Licenses

Rent Expense

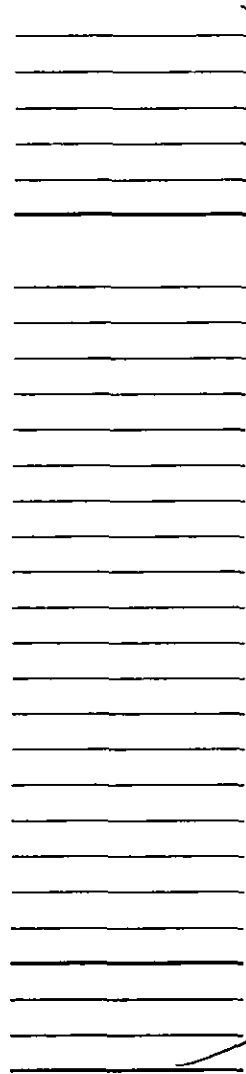
Loss

Total Operating Expenses and Losses

Net Income Before Taxes

Provision for Income Taxes

Net Income (Loss)



**AGREEMENT FOR SALE OF BUSINESS
SOLE PROPRIETORSHIP**

AGREEMENT MADE For the Sale of Shaffer Transfer between

SELLER: Dennis Perigo

Address : 5509 Lincoln Highway PO Box 114

Stoystown, PA 15563

BUYER: Jamie and Lindsay Frampton

Address : 862 Cumberland Hwy

: Berlin, PA 15530

The parties recite and declare:

1. Seller now owns and conducts a business known as Shaffer's Transfer at P O Box 114_, City of Stoystown, County of Somerset, State of Pennsylvania.
2. Seller desires to sell and Buyer desires to buy such business for the price and on the terms and conditions hereinafter set forth.

FOR THE REASONS set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Seller and Buyer covenant and agree:

1. **Sale of Business.** Seller agrees to sell and Buyer agrees to purchase, free from all liabilities and encumbrances, the above-described business, including the lease to such premises, the goodwill of the business as a going concern, all of Seller's rights under its contracts, licenses, and agreements, and all assets and property owned and used by Seller in such business as specified in Exhibit A, other than property specifically excluded. This sale does not include the cash on hand or in banks at the date of closing or such other property as is listed in Exhibit B.
2. **Consideration.** In consideration for the transfer of the above described business from Seller to Buyer, Buyer shall pay to Seller the sum of \$52,000 dollars, which Seller shall

accept from Buyer in full payment therefore, subject to the terms and conditions herein contained.

3. **Allocation of Purchase Price.** The purchase price shall be allocated to the various assets of the business as follows:

(a) The premises at N/A-It is a moving business

(b) Equipment, furniture, and fixtures 1997 Chevrolet Box Truck and a 2005 Freightliner Box Truck, 100 Moving Pads, appliance dolly, Magliner dolly, 2 piano skids, miscellaneous hand tools, 1000 moving boxes and packing materials

(c) Goodwill 85 Year P.U.C. (Public Utility Commission) license

(d) Stock in trade on premises or to be delivered _____ N/A _____ prior to closing day.

(e) Notes and accounts receivable _____ N/A _____

(f) Outstanding contracts Concierge services with Northwood Realty, Indian Lake Realty, Meadow View Nursing Center,

Total _____.

4. **Terms of payment.** The purchase price shall be paid by Buyer to Seller as follows: \$52,000 paid to the seller in one lump sum.

5. **Adjustments at Closing.** Adjustments shall be made at the time of closing for all operating expenses including, but not limited to, rent, insurance premiums, utility charges, payroll, and payroll taxes.

6. **Time of Closing.** The closing shall take place at the office of Seller's attorney, on Agreement Upon Buyer and Seller. Upon payment of the portion of the purchase price then due to Seller, Seller shall deliver to Buyer such instruments of transfer as are necessary to transfer to Buyer the business and property referred to herein. Such instruments of transfer shall effectively transfer to Buyer full title to the business and property free of all liens and encumbrances.

Exhibit A:

AGREEMENT

This AGREEMENT made this 3rd day of July, 2014 by and between Dennis Perigo t/d/b/a Shaffer's Transfer with office located at 513 Old Lincoln Highway Stoystown, PA (hereinafter called "SELLER) and Jamie and Lindsay Frampton, 862 Cumberland Hwy Berlin, PA (hereinafter called "BUYER").

WITNESSETH

WHEREAS, SELLER is the owner to certain rights to transport goods in use under Public Utility Commission Docket No. A-0014163, and

WHEREAS, SELLER is anxious to sell and BUYER is anxious to buy the household goods in use rights by owned SELLER,

NOW THEREFORE, the parties hereto intending to be legally bound, agree as follows:

1. SELLER agrees to sell and BUYER agrees to buy the SELLER'S household goods in use rights, trucks, packing containers, inventory and goodwill in the sum of \$52,000, \$10,000 designated for the goodwill. A \$0 deposit toward the purchase price shall be paid by the BUYER, however BUYER will provide SELLER a commitment letter from SOMERSET TRUST COMPANY and the SOMERSET COUNTY ECONOMIC DEVELOPMENT COUNCIL showing commitment of the funds in the amount of \$52,000 at the time of execution of this AGREEMENT, to be held by BUYER until termination of this AGREEMENT in conformity with all applicable laws and regulations. Settlement shall be held by the parties within 10 days of the Commission approval of the transfer at the office of the BUYER.
2. The household goods in use rights to be transferred to BUYER are as follows:
 - a. To transport, as a Class D Carrier, households goods in use, between points in the borough of Berlin, Somerset County, and within eighteen (18) miles by the usually traveled highways of the limits thereof, and from points in the said area to points in Pennsylvania, and vice versa.

7. **Covenant Not to Compete.** Seller shall not engage in a business similar to that involved in this transaction in any capacity, directly or indirectly, within **250 Miles** for a **period of 5 (five) years** from the date of closing or so long as Buyer or his successors carry on a like business, whichever first occurs. For purposes of this Agreement, "business similar to that involved in this transaction" includes within its scope **Moving Business, transfer business**

8. **Representations of Seller.** Seller represents and warrants that:

(a) He is duly qualified under the laws of the State of **Pennsylvania** to carry on the business as now owned and operated.

(b) He is the owner of and has good and marketable title to the property involved in this sale, free of all restrictions on transfer or assignment and all encumbrances except for those disclosed in Exhibit C.

(c) No proceedings, judgments, or liens are now pending or threatened against him or against the business.

(d) Seller has complied with, and is not in violation of, all applicable federal, state, and local statutes, laws, and regulations affecting Seller's properties or the operation of Seller's business.

(e) He will, up to the date of closing, operate his business in the usual and ordinary manner and will not enter into any contract except as may be required in the regular course of business.

9. **Risk of Loss by Fire.** Seller assumes all risk of destruction, loss, or damage by fire prior to the closing of this transaction. If any such destruction, loss, or damage amounts to more than **\$52,000** Buyer may at his option terminate this Agreement. In such an event, the escrow agent shall forthwith pay to Buyer the purchase money held by him, and the escrow agent shall be discharged from all liability therefore.

10. **Assumption of Liabilities.** Buyer agrees to assume those contracts listed in the attached schedule of property, Exhibit A, and those liabilities that arise in the ordinary course of Seller's business after the signing of this Agreement but before closing. Buyer shall not be liable for any of the obligations or liabilities of Seller of any kind and nature other than those specifically mentioned herein. Buyer will indemnify Seller against any and

all liability under the contracts and obligations assumed hereunder, provided that Seller is not in default under any of such contracts or obligations at the date of closing.

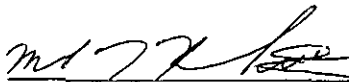
11. **Modification.** This contract is non-binding. Seller has the right to sell to anyone at any time.

12. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

Exhibit A: Agreement per Pennsylvania Utility Commission

3. SELLER warrants that the rights have not been abandoned and are eligible for transfer to BUYER.
4. BUYER agrees to file an application with the Pennsylvania Public Utility Commission to transfer the rights within fifteen (15) days of receipt of a signed agreement and to take all actions necessary to obtain said transfer approval. The parties agree to cooperate in the transfer process before the Commission. All costs thereof, including legal fees, shall be paid by the BUYER.
5. In the even the Public Utility Commission deregulates before approval of the transfer or fails to approve the transfer or requires changes unacceptable to BUYER, or if protests are filed to the transfer application, BUYER at its option shall have the right to cancel this AGREEMENT upon written notice to SELLER and in such event the deposit monies shall be returned to BUYER and the parties shall be under no obligation.
6. Should BUYER fail to make timely application and process the transfer as required hereunder or fulfill any of its obligations under this AGREEMENT, SELLER has the option of retaining the deposit monies paid by BUYER as liquated damages in which case the parties are released from further obligation and this AGREEMENT is VOID.
7. It is understood and agreed by the parties hereto that this Agreement covers purchase of transportation rights and assets including power equipment, miscellaneous equipment, carton inventory and goodwill.
8. This AGREEMENT constitutes the entire AGREEMENT of the parties and no modification to this AGREEMENT shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at

 _____

x
Seller-Dennis Perigo t/d/b/a Shaffer's Transfer

Buyer-Jamie and Lindsay Frampton

Subscribed and sworn before me on this 14 day of JULY, 2014.

Notary

Public

____ (seal)

Attachments:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Michael Joe Kozuch, Notary Public
Quemahoning Twp, Somerset County
My commission expires January 22, 2016

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BUSINESS PLAN FOR

SHAFFER TRANSFER/MOVING COMPANY

PROPOSED BY:

Jamie Frampton

Lindsay Frampton

862 Cumberland Hwy

Berlin, PA 15530

814-267-5179

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STATEMENT OF PURPOSE

Shaffer's transfer and moving, (principals Jamie and Lindsay Frampton), is seeking a loan of \$60,000 to purchase the already established moving company. \$52,000 of the funds will be used to purchase the following: P.U.C. License, good will-85 years, 1997 box truck, a 2005 box truck, moving pads, dollies, materials, inventory and packaging materials. A description of the P.U.C. can be found in the supporting documentation labeled "supporting document #1". The additional \$8,000 will be used as working capital. This will allow a safe net of funds to be used for vehicle maintenance and startup costs such as transfer the license and purchasing insurance and also be utilized for payroll expenses; as it is the intent to hire one full time employee upon the sale of the business. You will find copies of the titles of both box trucks in the supporting documents section. You will also find photos of the trucks and supplies that come with the truck (dolly's, moving pads, etc) in the supporting documentation as well. You will also find a copy of the Goodwill PUC license in the supporting documents section.

DESCRIPTION OF BUSINESS

Shaffer's transfer moving is an independent sole-proprietor operation of a multifaceted residential and commercial moving company with over 85 years of continuous operation. The goodwill of the business is significant with a positive marketing impact throughout the region. The business was started in 1925 by Henry Shaffer and operated by his son Clair from 1953 through 1986. From 1986 until 1996 the business was owned and operated by Mark Corden. Dennis Perigo of Stoystown, PA purchased the business in 1996 and has owned and operated the business solely since that time. Our plan is to operate the business as a full time business.

We will be hiring one to two individuals to assist with operating full time. Once we take over as the business owners, we will continue using the business as it is, however we plan on expanding the business. As of now, the business is only operated on a part time basis. We plan on expanding our territory as the business grows. We want to focus on local consumers within Somerset county and expand our relationships with other realtors and other entities such as nursing homes (Shaffer transfer already has a contract with one local nursing home). Shaffer transfer will also expand their website to allow for communication via e-mail and requesting online quotes. As the new owners, Shaffer transfer will also accept credit cards as forms of payments as this is an easy way to pay for many individuals and companies.

Shaffer's transfer is for general consumer use when an individual, family or business requires their personal belongings to be packed and moved from one location to another. Packaging of customer's belongings is not included in the price structure, but can be given a quote upon request. The charges for this type of service are regulated by the State of Pennsylvania, which are the P.U.C. regulations for such a business. The hours of Shaffer Transfer will vary by the need of the customer. The price structure for Shaffer's Transfer can be found in the supporting documentation labeled "supporting Document #2". This type of business meets the needs of the general public looking for someone to move their belongings without the hassle of doing it themselves or for individuals and families that are moving out of the area and don't have the time to move their own belongings because their time is being dedicated to finding new jobs. A lot of the past business and current business has brought local tourism to the area (many condo and home purchases at the nearby year-round-ski/golf resorts).

THE MARKET

Industry overview

The demand for use of a moving company in this area is increasing and is projected to continue to do so. According to City Data.com, since 2008, home sales in this area alone have risen and are projected to continue to rise. Last year in Somerset County, there were 50 new home sale building permits issued (Somerset county data). With the expansion of the local prisons in our county, creating more jobs (Two State Penitentiary's), families are frequently moving in and out of the area which has increased business sales and ultimately home sales. The population that this business serves and will serve in the future are individuals, families and businesses that are looking to move. It is the intention when the business is purchased that Shaffer transfer will expand their services and get contracts in place for furniture stores needing delivery type services and other entities such as nursing homes that need beds and equipment moved when they are expanding or down-sizing. It is also the intention that Shaffer transfer will provide shipping services through U-Ship, a website where individuals place items that need shipped up for bid and companies such as Shaffer Transfer come in and bid for the job. It is also the intention of Shaffer Transfer to develop more local relationship with local businesses and their owners. It is important that the local people of Somerset County know Shaffer transfer and trust their name when moving their personal possessions. It is also important to continue supporting local business to keep the economy going in such a small rural area.

Market Definition

The majority of clientele are families from mid to upper level incomes. There are also families and individuals that utilize a moving company because they have a job transfer and the organization to which they are employed are paying for their move. Shaffer's transfer will

provide moving services to the tri-state area and beyond including cross country moves if requested. Shaffer's transfer is able to make any type of contract with any organization in this area that frequently moves families around for job related purposes. The central location of Shaffer's transfer and because it is a mobile type of service will allow us to provide services quickly and efficiently especially to those individuals and families that are in a rush to be moved. Shaffer's transfer is unlike any other moving company as it is the only moving/transfer company within Somerset County. This will allow for an increase in local business from local consumers who do not want to travel out of the area to get a quality moving service. Local families want to utilize and support local businesses especially one like Shaffer's Transfer that *has been around for many years and has a reputation for quality work and knowing their customers.* A large percentage of the profit will be utilized in marketing in the local area to be able to continue to provide a local, customer oriented business. Another area that the profit will be dedicated to is increasing the fleet so that focusing on local customers with a large amount of home sales in the resort area will continue to bring business into our county which will ultimately create business and revenue for other local businesses in this county.

Competitive Analysis

There are no other moving/transfer companies within Somerset county. There are two other competitors in the surrounding counties; they are Allied Moving and W Easley Moving Company. These moving companies are located in Cambria County which is approximately 35 miles from the location of Shaffer Transfer. These companies offer the same services as Shaffer Transfer; however they focus on long distance moves. The weakness of these other businesses is they do not have a local name and these companies also have a focus on quantity of work versus quality of work. Having serviced the local area for many years has enabled Shaffer

transfer to get know their customer's and provide an ease of mind to individuals and families when they place their trust into moving their valuable and personal possessions.

Marketing Strategy

Shaffer transfer is an established business that has been local for many years. Because *Shaffer Transfer is a local company, it has enabled us to get to know other small businesses in our county. By knowing other businesses and the individuals that run these businesses, Shaffer Transfer has proven that they provide excellent quality work that has the customer in mind. Other small businesses have gotten to know and respect the quality of work that Shaffer Transfer provides and are willing to make referrals frequently to Shaffer Transfer. Shaffer transfer also has a history of "tackling" the harder jobs such as pianos and gun safes. Most of these items have significant meaning to individuals such as being in the family for years, belonging to a deceased family member, etc. and Shaffer Transfer has been capable of providing safe moving services for these cherished possessions. Shaffer transfer is also unique in that they have a local contract with a local nursing home, Meadow View Nursing Center to move any of their beds, equipment, etc. as needed.*

I will attract new business locally by focusing on local quality work with the customer's needs in mind. We are currently the preferred choice of moving companies with Northwood Realty and Indian Lake Realty. We will also try and expand our nursing home service moving by presenting material to the other local nursing homes in this area. We will also: 1). Provide a small discount for any new individual or family that is referred to us, 2) distributing flyers in local grocery stores and in the businesses that currently support Shaffer Transfer, 3) expand

our relationship with more local realtors so they will refer Shaffer transfer, 4) advertise in our local newspaper (Daily American). 5), Establish a user friendly website that will allow future customers to contact us via e-mail and to request online quotes , 6) Provide advertising on menu's at select restaurants, 7) Expand our marketing territory in the "Yellow Pages" . 8).
Expand the fleet as described in the aforementioned to provide additional services as the business grows. A full list of marketing strategies and current advertising in place can be found in the supporting documentation labeled "supporting document #3"

LOCATION

Shaffer transfer base operation is currently located at 5509 Lincoln Highway in Stoystown, PA and upon purchase; the base location will be at 862 Cumberland Hwy Berlin, PA. Both locations are very versatile and can serve surrounding areas easily. At the new location, there is .62 Acres in which the home of Jamie and Lindsay Frampton sits, There is a large driveway approximately 100X140 Feet. There is additional property for storage along with two trucks and additional trucks as the business expands. The location is very versatile being located on a main route (160 South) straight into Maryland and also close to other major highways and interstates; PA Turnpike 176 is located within 9 miles of the new location. Shaffer transfer will be able to be easily located because it will be a home based business that people can easily find via map-quest or any GPS system. Shaffer transfer will have the help of Charles Baker (relationship described in the resources section) to help build a website that will enable people to contact us via e-mail if they have questions and will also allow individuals to request

online quotes that will be delivered electronically which will ultimately eliminate any wait time by trying to connect via tele-phone.

ORGANIZATIONAL PLAN

Management Summary

I, Jamie Frampton have been working in the work force since the age of 12 where I worked on a local dairy farm. This taught me the benefits of working hard. I graduated from high school after attending three years of trade school in welding and fabrication. Within this industry, I learned various skills such as on time work and focusing on the customer and their needs. I have experience completing work for customers in a timely fashion, especially for those customers who require your work to not only be expedited but be quality work. In my current field, I worked my way up to a management position for a local manufacturer where deadlines and quality are of the utmost importance. This job has taught me time management skills, organizational skills and interpersonal skills needed to make a company like Shaffer Transfer successful. I also attended a community college where I received my Commercial Driver's license which will come into play as I expand Shaffer transfer. As an over the road truck driver, your number one priority is delivering goods on time and not damaged or destroyed. This job also has educated me on ensuring that all paperwork is in order at all times to ensure that both the shipment and delivery of the goods were accurate. My driving record is also completely clean of any traffic violations which is very valuable especially when acquiring a business as Shaffer Transfer. I would like to be able to continue to develop my marketing skills, interpersonal skills and management skills by attending any trainings and workshops that our local community college and or vocational school may offer. We have two local community

schools that offer a wide variety of workshops in various job areas each year. My welding skills and mechanical skills will be useful in operating and maintaining the equipment that comes with the purchase of Shaffer Transfer. Ensuring that the equipment is working properly at all times will ensure that I have profits which will allow me to expand my business as explained in the aforementioned. I feel that I will be successful with a moving business because of all of the experience that I have. I feel that I have the necessary tools to succeed and want to continue to educate myself to meet the demands of the current market. I feel that the current business can be improved upon and my ultimate goal is to have a fleet of moving trucks to be able to accommodate frequent local and long distance, cross-country moves,

Personal Plan

Shaffer transfer upon purchase will employ one full time employee at \$10.00 per hour. Hours for the full time employee will vary, but will be consistent between 20 and 30 hours per week. During the summer season, which is historically the busiest season, I will employ two part time employees at \$8.00 per hour working anywhere from 10 to 20 hours per week. Employees will be required to maintain driving records, a check list of the equipment in use and have extremely respectable customer service skills. Employees will be expected to report damage to items to me immediately so that an action plan can be put into place immediately. A professional attitude will be a must at all times. Employees will be required to take any training that I feel would be valuable in increasing their skills. Proper skills for lifting heaving items will be taught by utilizing Power Point slides provided by the NPCA on proper lifting and moving techniques; and upon hire employees must demonstrate the ability to do so prior to doing any

moves to ensure no injury occurs. Employees must be able to handle themselves appropriately and professionally in stressful situations. My full time employee will need to be bonded and insured to ensure customer soundness.

Resources

Shaffer transfer will enlist the help and services of various professional to assist in the operation of the business. The accounting, payroll and bookkeeping needs will be handled by Irma Walker of Super City Tax services. As the new owners, we will utilize attorney Robert Boose for any legal matters. My mother in law Molly Baker, who was the chief purchasing officer for Snyder of Berlin (a subsidiary of Pinnacle foods) for 40 years prior to retiring will assist in the marketing and purchasing needs of the organization on a regular basis. My father-in-law, Charles Baker who currently holds an MBA and is the fleet manager/coordinator for Snyder of Berlin will also be assisting with the business needs of Shaffer transfer . He will be setting up a website that is user friendly and easy to locate utilizing common search engines such as Google. My wife Lindsay will assist in hiring/training of employees and assisting with preparing quotes for individuals. My father, Cary Frampton will be available on an as needed basis to assist with the actual delivery as he currently holds a Commercial Driver's License. He will also assist with maintaining the vehicles as he is a certified mechanic.

OPERATIONAL PLAN

I plan on utilizing the current strategies currently in place to operate the business upon purchase. I plan on slowly expand by adding advertising and communicating with more local

businesses to obtain referrals and contracts. I will be utilizing Chambers Packaging Connection for packaging supplies.

FINANCIAL PLAN

APPLICATION AND EXPECTED EFFECT OF LOAN

The \$60,000 will be used as follows:

Purchase of Shaffer Transfer (see sales agreement)	\$52,000
Working Capital	<u>\$8,000</u>
TOTAL	\$60,000

PERSONAL BUSINESS ASSETS

- **22' 7,000# (GVWR) Trailer owned (with title) to be utilized for moving miscellaneous items.**

- **Hand tools valuing \$5,000. This includes:**
 - Air compressor
 - Drill Press
 - Impact guns
 - Impact wrenches
 - Floor jacks
 - Dollies
 - **Socket sets, specialty socket sets (SAE, METRIC)**
 - Master lock and key sets
 - Wood saws, grinders, sanders, table saws
 - Torches
 - Wrench sets/screw driver sets/pliers sets (SAE, METRIC)
 - Allen wrench sets (SAE, METRIC)
 - Specialty strap wrenches
 - 40 sets of ratchet straps

Financial Statement Notes of Explanation

USE OF FUNDS (Jamie & Lindsay Frampton)

Shaffer transfer It is our intention to seek out a loan from the Somerset County Economic Development Council (SCEDC) to be utilized for the following:

- Purchase Shaffer Transfer: Total Project Cost \$60,000.00 Bank is financing \$45,000 of the \$52,000 asking price with the balance for the acquisition coming from SCEDC which is \$7,000.00.
- An additional \$5,158.00 will be used to funding the transition of ownership to the Framptons.

Breakdown of \$5158.00 – Dues for Tristate Household Goods Tariff -	\$497.00
PA Dept of Labor & Industry Workers Comp -	\$1739.00
Vehicle Registration for @ Box Trucks-	\$ 810.00
Marketing Fees	412.00
Insurance for the Box Trucks	1700.00

- The Balance will be used for working capital to fund Payroll. Payroll is based on average of 1 employee initially working approximately 30 hours a week at \$10.00 per hour. The majority of the hours will be weekend and Jamie will be working with the employee, until the business picks up and business requires additional employees. It is figured that the first 2 months of wages and payroll expenses will be covered with the working capital. \$2880.00.

Total Amount Being Requested from SCEDC \$15,000.00.

Loan Based on \$15,000.00 at 3% for 36 months (3 years) Monthly payment principal & interest is \$436.22.

Shaffer Transfer/Moving Company

Application & Effects of Loan

TOTAL PROJECT COST

\$60,000

USE OF FUNDS

Purchase of Shaffer Transfer
(See Sales Agreement) \$52,000

Working Capital \$8,000

Total Use of Funds \$60,000

Total Source of Funds

Bank Loan \$45,000
(6.5% for 5 years) \$1,173.97 \$60,000
Monthly Payment \$880.40

Community Loan \$15,000
3% for 3 years
Monthly Payment \$436.22

Total Source of Funds \$60,000

Shaffer Transfer

Monthly Cash Flow Statement

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>Total</u>
<u>INCOME/SALES</u>													
Cash Sales/Receipts	5900	5900	5900	5900	5900	5900	5900	5900	5900	5900	5900	5900	70800
Cost of Sale	<u>-1889</u>	<u>-1889</u>	<u>-1889</u>	<u>-1889</u>	<u>-1889</u>	<u>-1889</u>	<u>-1889</u>	<u>-1889</u>	<u>-1889</u>	<u>-1889</u>	<u>-1889</u>	<u>-1889</u>	<u>-22668</u>
Total Income	<u>4011</u>	<u>4011</u>	<u>4011</u>	<u>4011</u>	<u>4011</u>	<u>4011</u>	<u>4011</u>	<u>4011</u>	<u>4011</u>	<u>4011</u>	<u>4011</u>	<u>4011</u>	<u>48132</u>
<u>EXPENSES</u>													
Gross Wages	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	14400
Payroll Expenss	240	240	240	240	240	240	240	240	240	240	240	240	2880
Repairs/Maintenance	300	300	300	300	300	300	300	300	300	300	300	300	3600
Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0
Advertising	50	50	50	50	50	50	50	50	50	50	50	50	600
Telephone	100	100	100	100	100	100	100	100	100	100	100	100	1200
Insurance/Liability	222	222	222	222	222	222	222	222	222	222	222	222	2664
Misc. Tristate Participation	42	42	42	42	42	42	42	42	42	42	42	42	504
Loan Payment Bank	880	880	880	880	880	880	880	880	880	880	880	880	10560
Loan Payment SCEDC	<u>436</u>	<u>436</u>	<u>436</u>	<u>436</u>	<u>436</u>	<u>436</u>	<u>436</u>	<u>436</u>	<u>436</u>	<u>436</u>	<u>436</u>	<u>436</u>	<u>5232</u>
Total Operating Expenses	3470	3470	3470	3470	3470	3470	3470	3470	3470	3470	3470	3470	41640
Total Net Profit/Loss	<u>541</u>	<u>541</u>	<u>541</u>	<u>541</u>	<u>541</u>	<u>541</u>	<u>541</u>	<u>541</u>	<u>541</u>	<u>541</u>	<u>541</u>	<u>541</u>	<u>6492</u>
<u>CASH POSITION</u>													
Beginning Cash	8000	8541	9082	9623	10164	10705	11246	11787	12328	12869	13410	13951	
Total Income/Sales	4011	4011	4011	4011	4011	4011	4011	4011	4011	4011	4011	4011	48132
Total Expenses	<u>-3470</u>	<u>-3470</u>	<u>-3470</u>	<u>-3470</u>	<u>-3470</u>	<u>-3470</u>	<u>-3470</u>	<u>-3470</u>	<u>-3470</u>	<u>-3470</u>	<u>-3470</u>	<u>-3470</u>	<u>-41640</u>
Owners Draw													6492
Cash Position	<u>8541</u>	<u>9082</u>	<u>9623</u>	<u>10164</u>	<u>10705</u>	<u>11246</u>	<u>11787</u>	<u>12328</u>	<u>12869</u>	<u>13410</u>	<u>13951</u>	<u>14492</u>	

Shaffer Transfer

PROJECTED INCOME STATEMENT

	<u>Year One</u>	<u>Year Two</u> 10%	<u>Year Three</u> 10%
<u>INCOME/SALES</u>			
Cash Sales/Receipts	\$70,800	\$77,880	\$85,668
Cost of Sale	-\$22,668	-\$24,921	-\$27,414
Total Income	\$48,132	\$52,959	\$58,254
<u>EXPENSES</u>			
Gross Wages	\$14,400	\$15,000	\$15,000
Payroll Expenss	\$2,880	\$3,000	\$3,000
Repairs/Maintenance	\$3,600	\$3,600	\$3,600
Supplies	\$0	\$200	\$200
Advertising	\$600	\$600	\$600
Telephone	\$1,200	\$1,200	\$1,200
Insurance/Liability	\$2,664	\$2,675	\$2,675
Misc. Tristate Participation	\$504	\$504	\$504
Loan Payment Bank	\$10,560	\$10,560	\$10,560
Loan Payment SCEDC	<u>\$5,232</u>	<u>\$5,232</u>	<u>\$5,232</u>
Total Operating Expenses	\$41,640	\$42,571	\$42,571
Total Net Profit/Loss	\$6,492	\$10,388	\$15,683

Shaffer Transfer

Annual Balance Sheet Projections

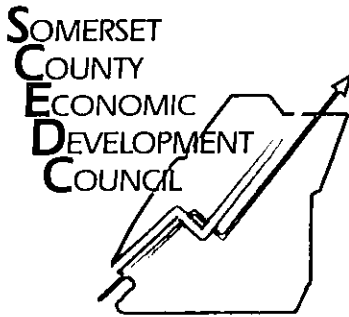
	<u>Effects of Loan</u>
<u>ASSETS</u>	
Current Assets	
Cash	\$8,000
Acct. Rec.	
Supplies	
Inventory	
Prepaid Expenses	
 Fixed Assets	
Purchase Shaffer Transfer Assets	\$52,000
Equipment/Furniture/Fixtures/Goodwill	
Company Vehicles	
Additional Tools/Equipment	<u>\$4,000</u>
Total Assets	\$64,000
 <u>LIABILITIES</u>	
Current Liabilities	
Bank Loan	
 Long Term Liabilities	
Bank Loan	\$45,000
SCEDC	\$15,000
Total Liabilities	\$60,000
 NET WORTH	
Total Net Worth	<u>\$4,000</u>
Total Liabilities/Net Worth	\$64,000

Shaffer's Transfer

Dennis L. Perigo

Tax Report Summary

	<u>2010</u>	<u>2011</u> (1/1 to 7/3)	<u>2012</u>
<u>INCOME</u>			
Gross Receipts/Sales	\$70,804	\$40,419	\$60,988
Cost of Goods Sold	<u>(\$22,668)</u>	<u>(\$14,226)</u>	<u>(\$27,225)</u>
Gross Profit	\$48,136	\$26,193	\$33,763
<u>EXPENSES</u>			
Advertising	2505	3108	2838
Office Expense			
Depreciation	11629	717	230
Insurance	4735	6223	5225
Interest			
Mortgage			
Other			
Legal & Professional	2195	875	425
Rent/Vehicles/Machinery/Equipment	462	596	1240
Repairs/Maintenance	4341		
Supplies	174	162	187
Taxes/Licenses	1453	1013	1041
Travel	2394	1353	1525
Utilities	876	1184	1675
Other Expenses	<u>3844</u>	<u>2631</u>	<u>2929</u>
Total Expenses	34608	17862	17315
Net Profit/Loss	<u>\$13,528</u>	<u>\$8,333</u>	<u>\$16,448</u>



P.O. Box 48
125 North Center Avenue
Somerset, Pennsylvania 15501-0048
(814) 445-9655
Fax (814) 443-4610
E-mail contact@scedc.net
www.scedc.net

June 17, 2014

Shaffer Transfer
Jamie Frampton
Lindsay Frampton
862 Cumberland Highway
Berlin, PA 15530

Re: Micro Revolving Loan Fund Application

Dear Mr. & Mrs. ~~Patton~~ ^{Frampton}.

I am pleased to inform you that the Somerset County Economic Development Council (SCEDC), at its meeting held May 6, 2014, approved your application for a loan in the amount of \$15,000 to be used to pay a part of the cost of working capital for the start-up of Salisbury Hometown Pizza, LLC.

The terms and conditions of the proposed loan are as follows:

Borrower:	Shaffer Transfer
Amount:	\$15,000.00
Rate:	3% fixed
Term and Payment:	3 years (36 months) with monthly interest and principal payments of approximately \$436.22 (Terms and conditions of Promissory Note).
Purpose:	Machinery , Equipment , Working Capital
Security:	Lien on all business assets of the business.
Guarantors:	The loan shall be guaranteed by Jamie Frampton and Lindsay Frampton who shall execute a Guaranty and Surety Agreement in form and substance satisfactory to SCEDC.

Job Creation: Borrower must commit to create three (3) full-time equivalent jobs within the term of the loan. If the borrower fails to meet the job creation criteria, there will be a one time penalty fee of \$250.00.

Fees: The borrower shall pay SCEDC a closing fee of \$250.00, UCC filing fees and any applicable legal fees.

Other Conditions: Annual Personal Financial Statements on all guarantors.

Annual Federal Tax Returns on Borrower and guarantors.

Approval of a Funding commitment from a bank.

This Commitment is conditional upon the preparation, execution and delivery of legal documentation in form and substance satisfactory to SCEDC and our legal counsel, incorporating substantially the terms and conditions outlined or referred to above.

This offer of commit may be accepted only by execution and return to SCEDC the original of this letter by July 17, 2014. This offer will expire if we have not received your acceptance by the acceptance date.

If you have any questions, please do not hesitate to contact our office at 814-445-9655.

Sincerely,
SOMERSET COUNTY ECONOMIC DEVELOPMENT COUNCIL

Debbie Gary-Taskey
Assistant Director

ACCEPTANCE

Intending to be legally bound, the undersigned hereby accepts the foregoing Commitment and agrees to the terms and conditions hereof.

Shaffer Transfer

Date

Jamie Frampton

Date

Lindsay Frampton



151 W. Main Street, P. O. Box 777, Somerset PA 15501
Phone: (814) 443-9260 Fax: (814) 443-9252
www.somersettrust.com

April 30, 2014

Jamie Frampton
Lindsay Frampton
862 Cumberland Highway
Berlin, PA 15530

RE: Loan Request

Dear Mr. and Mrs. Frampton,

Somerset Trust Company ("Lender") is pleased to inform you that your loan request has been approved. This letter is an expression of our commitment in regard to your request.

The terms and conditions of the approved request are outlined as follows:

Request No. 1:

Borrower(s):	Jamie Frampton Lindsay Frampton To be Determined Entity
Type of Loan/Purpose:	Term Loan
Amount:	\$45,000.00
Interest Rate:	6.50% Fixed
Terms and Repayment:	Five (5) years (60 months) with monthly principal and interest payments of approximately \$882.53.
Security:	-Title to trucks being purchased (2) -Blanket UCC-1 Filing on All Business Assets
Guarantor(s):	-Jamie Frampton -Lindsay Frampton
Property Insurance:	Required, naming Somerset Trust Company as Lender Loss Payee.
Document Preparation Fee:	\$100.00
Other Fees/Costs:	Loan Origination Fee \$225.00, UCC Filing Fee \$84.00 and Encumbrance Fee (2) \$46.00. All legal and related fees are the responsibility of Borrower.
Other Conditions:	As may be set forth by <i>Business Loan Agreement</i> .

Please Initial

Other Conditions:

- o Deposit Accounts to be maintained with the Bank for the duration of the loan.
- o Title to vehicles naming Somerset Trust Company as Lienholder.
- o UCC's filed on All Business Assets.
- o Valuation of vehicles/equipment with maximum Loan to Value not more than 80% based on sales price or independent valuation.
- o Insurance in form and substance satisfactory to the Bank naming Somerset Trust Company as Lender Loss Payee.
- o Approval of SCEDC Loan for \$15,000.00.

Please Initial

The Lender's obligations hereunder are expressly conditioned upon the execution by Lender and Borrower of a definitive Business Loan Agreement, and execution and delivery of all instruments and loan documents required by the Business Loan Agreement, and delivery to Lender of such other instruments, documents, agreements, certificates, opinions and assurances as Lender may reasonably request in connection with the execution and performance of the loan documentation, all in form and substance satisfactory to the Lender. In addition to Lender's standard covenants contained in the Business Loan Agreement, the Business Loan will include elaboration on the terms and conditions referenced above, which are not intended to be exhaustive, since final documentation may require further discussions between Lender and Borrower.

In order for this commitment to be accepted, Somerset Trust Company must receive a signed and initialed copy of this letter within twenty (20) days from the above date. If accepted, it will remain in effect for sixty (60) days from the above date. In the event the loan does not close within the said time, Lender reserves the right to adjust the specified interest rate(s) or rescind the entire commitment. In the event there is any material change in your financial condition or obligations prior to closing, Lender may, in its sole discretion, terminate this commitment.

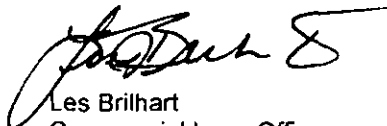
Having read the terms and conditions of this commitment, and fully understanding the same, the undersigned hereby accepts the commitment without modification.

This offer can be accepted as presented by signing, initialing and returning the one signed original. Please keep the other signed original for your records.

If you have any questions on the above material, please do not hesitate to contact me.

We appreciate your business and look forward to serving your financial needs.

Sincerely,



Les Brillhart
Commercial Loan Officer

ACCEPTANCE

Intending to be legally bound, the undersigned hereby accepts the foregoing Commitment and agrees to the terms and conditions.

Date

Date

By: _____
Jamie Frampton

By: _____
Lindsay Frampton

RECEIVED
2014 JUL 22 PM 1:12
PA PJC
SECRETARY'S BUREAU