

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of ECS Carriers LLC
(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-00114584, Folder No. _____, issued to

Delaware Valley Limousine Inc
(Transferor – Seller)

for transportation of persons
(persons – household goods)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. ECS Carriers LLC
(Full and Correct Name of Applicant/Transferee)

2. _____
(Trade Name, If Any)

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

on _____ (attach copy of stamped registration form.)
(Date)

3. 2324 Hill Camp Road _____
(Business Street Address) (P. O. Box, If Any)

Pottstown Montgomery PA 19465 610-906-0515
(City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (for this application) is:
David P. Temple 1760 Market Street, Ste 1100 Phila Pa 19103 215-963-1555

(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Thomas Vendetta 523 Bethlehem Pike, Erdenheim, Pa 19038
(Name) (Address)

Transferor: Glen Garner 2324 Hill Camp Road, Pottstwon, PA 19465
(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- _____.

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 Pennsylvania
and qualified to do business in Pennsylvania by registering with the Secretary of the
Commonwealth on 10/8/14 (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 Transferor is retiring from the business

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)

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)

Thomas Vendetta, President



05-23-16

(Print Name)

(Signature)

(Date)

(Print Name)

(Signature)

(Date)

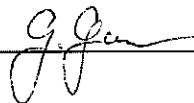
(Print Name)

(Signature)

(Date)

TRANSFeree (BUYER)

Glen Garner, Managing Member



5-23-16

(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.

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.

ECS Carriers LLC

Legal Name of Applicant

Trade Name, if any

2324 Hill Camp Road

Pottstown PA 19465

Street Address (principal place of business)

City or Municipality

State

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 attached

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

See attached

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

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.

See attached

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).**

See attached

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.

See attached

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.

See attached

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SEATING CAPACITY</u>	<u>VEHICLE ID #</u>

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).

See attached

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.

See attached

10. Please describe your customer service standards. Within your description, please explain:
- a. Your plan to inform customers of the procedures for filing complaints with the PUC;
 - b. Your intended customer complaint resolution procedure.

See attached

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?

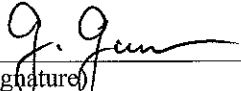
_____ YES X NO

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.

See attached

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)
Glen Garner, President

(Name and Title, printed or typed)

6/28/10

(Date)

Statement of Financial Position (Balance Sheet)

As of (date) 6/28/16

ASSETS

Current Assets			
Cash	15,000		
Accounts Receivable			
Notes Receivable			
Other Current Assets (specify)			
Total Current Assets			<u>15,000</u>
Tangible Assets			
Motor Vehicle Equipment	57,300		
Less: Accumulated Depreciation			
-		=	<u>57,300</u>
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)			
			<u>72,300</u>
		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	30,000		
Equipment Obligations			
Other Liabilities (Attach Schedule)			
Total Long Term Liabilities			<u>30,000</u>
			<u>30,000</u>
		TOTAL LIABILITIES	

NET WORTH (Partnerships and individuals, only)

OWNER'S EQUITY (Corporations only)

Capital Stock			1,000
Additional Paid-in Capital			
Retained Earnings	41,300		
Less: Treasury Stock			
-		=	<u>42,300</u>

TOTAL LIABILITIES & OWNER'S EQUITY 72,300

STATEMENT OF FINANCIAL POSITION
One Year Projected Income Statement

REVENUE and GAINS

Operating Revenue	624000
Net Revenue from non-carrier operations	_____
Dividend and interest revenues	_____
Other non-operating revenue	_____
Gains	_____
Total Revenue and Gains	624000

EXPENSES

Equipment Maintenance and Garage Expense	15000
Insurance Expense	50000
Employee Salaries	_____
Supervisory Salaries	218000
Officer Salaries	_____
Fuel Expense	120000
Purchased Transportation (Lease Expense)	30000
Materials and Supplies Expense	1500
General Office Expense	5000
Advertising Expense	5000
Telephone Expense	15000
Accounting Expense	2000
Legal Expense	5000
Uncollectible Revenue	_____
Depreciation Expense	_____
Amortization	_____
Operating Taxes and Licenses	_____
Rent Expense	12000
Loss	_____
Total Operating Expenses and Losses	478500

Net Income Before Taxes

Provision for Income Taxes	_____
<u>Net Income (Loss)</u>	145500

ECS Carriers LLC

1. Glen Garner, Managing Member
2324 Hill Camp Road
Pottstown, PA 19465
610-906-0515
2. Applicant has no affiliation with any other carrier.
3. Owner Glen Garner has been involved in the transportation business for the past four years. During that time he has operated and managed several limousines. For the past year Mr. Garner has been assisting the Seller in the daily operation of his business. In the past month he has been operating as the official manager. During his employment in the limousine industry Glenn Garner has been responsible for all facets of that business including but not limited to tasks such as staffing, risk management and maintenance. As secretary/manager for this business, he will be directly involved in these matters on a daily basis, overseeing all functions of its operation.
4. The Applicant will maintain an office at 2324 Hill Camp Road Pottstown Pennsylvania. The business office will be complete with computer, telephones and fax machines. All records of the business whether required by the PUC or not, including logs, complaints, driver and maintenance records shall be maintained at this office. All records shall be retained as long as required under the appropriate statute or regulation. All calls shall be taken from the dedicated phone number maintained at this office. Fax and internet calls shall be taken at the office as well. All owners and drivers maintain company cell phones from which the assigned dispatcher shall have direct connection service. The business shall operate 24 hours per day, 365 days per year and vehicles shall be scheduled as demand requires.
5. The Applicant intends to begin service with ten vehicles. In addition to the drivers the Applicant will need only himself and one telephone operator to take down reservations and handle real time problems. As the company grows so will his staff as necessary.
6. The Applicant maintains extremely high driver standards. All drivers are hired by the manager directly. For a driver to begin service he must first interview, he must present a clean driving record and a clean criminal history. The Applicant is then familiarized with the operation of the company including dispatch and maintenance. Driver records are reviewed periodically for compliance and adherence to the rules of the company

All drivers are required to notify the company of any change in their driving record and it is run annually to check its status. In addition to the annual run of licenses, spot checks of license validity are conducted. Possession, use or abuse of alcohol or drugs is cause for immediate dismissal

7. See attached vehicle list
8. All vehicles are checked pre trip and post trip for any problems. A routine maintenance schedule is also established for each vehicle where in addition to regular oil changes the safety components of the vehicle are regularly checked. The Applicant already adheres to the regulations required of the PUC under 52 Pa. Code 29.403. Furthermore, all vehicles must be replaced prior to being seven models old or 250,000 miles as these are the combined present regulations of the PUC and PA for which Applicant has also applied
9. The Applicant has already contacted several commercial insurance brokers and has been assured that insurance is available from several admitted carriers and that the premiums will fall within the budgeted amounts
10. All customer complaints shall come directly to the owner of the company. The owner will make every effort to informally resolve the dispute with the customer after which if the customer is still not satisfied she will be given the contact information for the PUC for resolution of her issues.
11. NO
12. See attached financials

LIST OF MEMBERS AND CORPORATE PURPOSE

CORPORATE PURPOSE

ECS Carriers LLC was established with the purpose of providing limousine services for points as authorized within the Commonwealth of Pennsylvania and surrounding states.

OFFICERS/MEMBERS

Glenn Garner, Managing Member

100% membership interest

OPERATING AUTHORITY TO BE RETAINED

Applicant shall retain all of the operating authority now being maintained by Delaware Valley Limousine Inc under docket No. A-00114584 which reads as follows:

To transport as a common carrier, persons in limousine service, between points in the Commonwealth of Pennsylvania excluding service under the jurisdiction of the Philadelphia Parking Authority

SAFETY PROGRAM

The Applicant plans to do a pre trip and post trip inspection of his vehicles on a daily basis. The Applicant will have all vehicles repaired at a repair facility carefully selected by the company with all of the required licensing. In addition to the annual safety inspection Applicant shall conduct routine maintenance, including but not limited to oil changes, and brake and tire analysis. All safety items shall be checked when the vehicles enter a repair facility for the routine inspection.

All vehicles shall be equipped with a two way radio with direct access to the dispatch and/or other drivers for communication purposes including the use of special codes for any issue (i.e. accident, robbery) that may require immediate attention.

EXPERIENCE

Owner Glen Garner has been involved in the transportation business for the past four years. During that time he has operated and managed several limousines. For the past year Mr. Garner has been assisting the Seller in the daily operation of his business. In the past month he has been operating as the official manager. During his employment in the limousine industry Glenn Garner has been responsible for all facets of that business including but not limited to tasks such as staffing, risk management and maintenance. As secretary/manager for this business, he will be directly involved in these matters on a daily basis, overseeing all functions of its operation.

STATEMENT OF UNPAID DEBTS

All debts of the transferor shall have been satisfied prior to completion of this Application

VEHICLE LIST

Applicant intends to operate sedans primarily in the provision of service, which shall initially be operated as a black car service. A detailed vehicle list shall be provided when they are purchased or as we approach transfer

Entity #: 4301874
Date Filed: 10/08/2014
Carol Alchele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

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

Entity Number

Name **Gary L. Stein, Esq.**
O'Donnell, Weiss & Mattei, P.C.
Address
41 East High Street
City State Zip Code
Pottstown, PA 19464-5426

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

Filed in the Department of State on _____
Secretary of the Commonwealth

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):
ECS Carriers, 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
2324 Penns Walk	Pottstown	PA	19465	Chester

(b) Name of Commercial Registered Office Provider
c/o: **N/A**

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

Name	Address
Coleen Garner	2324 Penns Walk, Pottstown, PA 19465

Dept. of State
OCT 08 2014

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: upon filing
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):~~

N/A

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

6 day of October, 2014

Coleen Garner
Coleen Garner Signature

AGREEMENT OF SALE

AGREEMENT, made this 6th day of May, 2016, by and between Delaware Valley Limousine Inc, a Pennsylvania corporation, (hereinafter referred to as "Seller/Transferor"), and BCS Carriers Inc, a Pennsylvania corporation (hereinafter referred to as "Buyer/Transferee").

WITNESSETH

WHEREAS, Seller is presently authorized by the Pennsylvania Public Utility Commission (hereinafter referred to as "PUC") to operate as a common carrier to provide limousine service between in the Commonwealth of Pennsylvania excluding service under the jurisdiction of the Philadelphia Parking Authority, and

WHEREAS, Seller is presently authorized by the Philadelphia Parking Authority (hereinafter referred to as "PPA") to operate as a common carrier to provide luxury limousine service between points in the City of Philadelphia, and

WHEREAS, Buyer wishes to purchase and Seller wishes to sell said PUC and PPA authorities with accompanying assets under the following stated conditions.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Sale of PUC Authority. Seller agrees to sell, transfer and pledge all of its rights, title and interest received from the Pennsylvania Public Utility Commission with respect to rights to transport, as a common carrier, persons in limousine between points in the Commonwealth of Pennsylvania held under Docket No. A-00114584.

2. Sale of PPA Authority. Seller agrees to sell, transfer and pledge all of its rights, title and interest received from the Philadelphia Parking Authority with respect to rights to transport, as a common carrier, persons in limousine between points in the City of Philadelphia held Docket No.1010387-07.

3. Effective Date, Purchase Price. The purchase price is One Hundred Eighteen Thousand Dollars (\$118,800.00) payable as follows:

Forty Eight (48) payments of \$2,475.00 payable beginning on the 1st of the month following the effective date of the transfer of assets from the PUC and PPA ("Effective Date") and continuing on the 1st of each month until all payments shall have been paid. The purchase price and repayment terms shall be reflected in a promissory note entered concurrent with this agreement with Transferee President Glen Garner. Beginning September 1, 2016, Buyer shall receive a credit against the purchase price equal to \$2475 for each month during which Buyer acted as Manager of Seller under that certain Management Agreement of even date, which credit will be applied to the end of the payment period under the Promissory Note.

4. Assets Transferred. The following items are to be included in the aforementioned purchase price and shall be transferred from Seller to Buyer upon the Commission's and Authority approval:

- (a) The rights issued at Docket A-00114584 by the PUC (Value \$5,000)
- (b) The rights issued at Docket 1010387-07 by the PPA (Value \$12,000)
- (c) Phone and fax numbers for the operation of the transportation business including but not limited to 1-800-818-8991, 215-844-8000
- (d) All independent driver contracts
- (e) Credit card machine
- (f) All Delaware Valley Limousine client lists including contact information
- (g) All client contracts
- (h) Trade name "Delaware Valley Limousine"

Assets that do not have a value attributable to their name shall be apportioned to the remaining assets as mutually agreed by the parties.

5. Prosecution and Expenses. Seller and Buyer agree to file promptly and prosecute with reasonable diligence Applications with the PUC and PPA for approval of this transaction. Seller agrees to furnish all information, data and documents deemed necessary by Buyer or required by the PUC or the PPA and to cooperate in processing both Applications. Each party shall satisfy its own expenses and Buyer shall pay the transfer application fee assessed by the PUC and the PPA. Any fines or assessments owed from either PPA or PUC will be satisfied by the Seller prior to closing. Should either agency fail to approve the transfer this agreement shall be void and neither party will have further liability to the other.

6. Representations and Warranties of Seller. To induce Buyer to enter into this Agreement and to complete Closing hereunder, Seller represents and warrants to Buyer that:

(a) Seller has no knowledge of any judgment, order, decree, injunction or suit, existing, pending or threatened involving the assets or any violation by Seller of any law, administrative ruling or regulation (collectively "Legal Issue") which might in any way affect the assets of the title to be received by Buyer, as of the Effective Date. In the event there exists any Legal Issue involving the Certificates to be transferred, this contract is voidable at Buyer's option if Seller fails to promptly resolve the Legal Issue after receiving notice thereof.

(b) Seller's assets here sold are free and clear of all encumbrances, judgments, liens, liabilities, security interests, taxes and claims.

(c) Seller, as applicable, will comply with the Rules and Regulations of the PUC and PPA pertaining to the operation of limousines until the

Effective Date. Seller will promptly keep Buyer fully informed of all events and occurrences relevant to Seller.

(d) Seller will be responsible for payment of any of Seller's debts, fines, penalties and assessments due the PUC and PPA or any governmental Commission with regard to the assets, except those that result from operations by the Buyer. In the latter event, such debts, fines, penalties and assessments shall be paid by Buyer.

(e) To the best of Seller's knowledge, it has filed all reports required by the PUC and PPA. In the event the PUC or PPA requires any reports from Seller prior to acting on this transfer request, Seller shall immediately comply with said requirements.

7. Representations and Warranties of Buyer. To induce Seller to enter into this Agreement and to complete Closing hereunder, Buyer represents and warrants to Seller that on the date hereof and on the Closing Date:

(a) Buyer's execution, delivery and performance of this Agreement complies with all laws to which Buyer is subject and will not breach any contract or agreement to which Buyer is a party.

(b) Buyer is a corporation existing and in good standing in the Commonwealth of Pennsylvania, and has or will undertake all actions necessary to be qualified to accept the transfers identified in sections 1 and 2 herein.

(c) To the knowledge of Buyer, no representation or warranty contains any untrue statement of a material fact or omits any material fact, which would otherwise make the statements herein misleading.

8. Notices. Any notice required to be given pursuant to this Agreement, or desired to be given in connection with this Agreement or the business of the Company, shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, addressed to the respective parties at the addresses as follows, unless any party shall, by such notice, hereinafter specify another address for the service of notice:

Seller/Transferor: Delaware Valley Limousine Inc
523 Bethlehem Pile
Erdenheim, PA 19038

Buyer/Transferee: ECS Carriers Inc
2324 Camphill Road
Pottstown, PA 19465

9. Headings. The headings or titles given each paragraph are used and included merely for the convenience of the parties, and they shall in no way affect or alter the meaning, effect or interpretation of any of the terms and provisions hereof.

10. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect in other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Documents. Each of the parties agrees to execute, in recordable form, if necessary, any and all documents, agreements, filings, etc. as may be necessary or usable in order to effectuate and carry out the terms and purposes of this Agreement.

12. Successors in Interest. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns in interest of the parties hereto.

13. Amendments. This Agreement may be amended only with the consent of all of the parties. No amendment shall be effective unless same shall be in writing and signed by all of the parties hereto.

14. Interpretation. This Agreement encompasses the entire agreement between the parties hereto, and there are no other agreements, oral or written, not set forth herein. Moreover, this Agreement hereby supersedes and renders null and void any and all previous Agreements in the nature thereof previously entered into by the parties hereto. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

15. Survival of Terms. The terms and conditions of this Agreement shall survive the execution and delivery of any one or more deeds, assignments, conveyances or other documents required hereunder, and this Agreement shall continue in full force and effect until fully complied with and shall not be deemed to have merged in any one or more of said documents.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their authorized officers and its corporate seal to be affixed the day and year first above written.

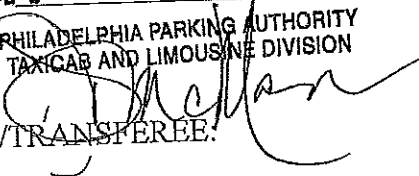
SELLER

WITNESSED
MAY 06 2016

ATTEST

PHILADELPHIA PARKING AUTHORITY
TAXICAB AND LIMOUSINE DIVISION

BUYER/TRANSFeree:

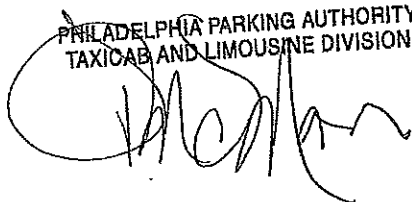


ATTEST:

WITNESSED
MAY 06 2016

4840-9401-841, v. 2

PHILADELPHIA PARKING AUTHORITY
TAXICAB AND LIMOUSINE DIVISION



DELAWARE VALLEY LIMOUSINE INC

BY: Thomas Venetta
THOMAS VENETTA, President

ECS CARRIERS INC

BY: G. Garner
GLEN GARNER, President