

## ASSET PURCHASE AGREEMENT

This agreement dated August 4, 2016, between Salgals, Inc. d/b/a American Taxi (hereinafter “Salgals” or “Seller”) and Takoukam Trading, LLC (“Buyer”).

WHEREAS, Salgals is a duly constituted Pennsylvania corporation with its principal place of business at 1900 Crooked Hill Road, Harrisburg, PA 17110 and a mailing address of P.O. Box 60264 Harrisburg, PA 17106; and

WHEREAS, Buyer is a Pennsylvania LLC created under the laws of the State of Pennsylvania with its principal office at 1901 Old Crooked Hill Road, Harrisburg, PA 17110; and

WHEREAS, Salgals possesses a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission (“PUC” or “Commission”) at Commission Docket No. A-00110608 which permit Salgals to provide taxi (on demand) service to and from Cumberland, Dauphin, and York counties within the Commonwealth of Pennsylvania; and

WHEREAS, Buyer desires to undertake the offering of taxi service within the Commonwealth of Pennsylvania; and

WHEREAS, Salgals desires to sell and Buyer desires to purchase the Certificate of Public Convenience, and all rights and entitlements related thereto (collectively “the Certificate”), of Salgals in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the payments provided hereinafter, the above named parties hereto agree as follows:

1. *Agreement to Sell.* At the Closing (hereinafter defined), Salgals shall unconditionally (except for the terms set forth in this Agreement), and irrevocably sell, grant, convey, transfer, assign and deliver to Buyer, free and clear of all liens, encumbrances or charges, the following:

All right, title, and interest in and to a Certificate of Public Convenience ("Certificate") issued by the Pennsylvania Public Utility Commission at Commission Docket No. A-00110608. Said Certificate is evidence of the Commission's issuance of various Orders granting Salgals the privilege to transport:

Persons in taxi service, between points in Cumberland, Dauphin, and York County Pennsylvania, and return.

Said Certificate constitutes the entirety of the taxi service operating rights granted by the Commission and possessed by Salgals.

2. *Agreement to Purchase.* At the Closing, Buyer shall purchase from Salgals, upon the terms and conditions of this Agreement and in reliance upon the representations and warranties of Salgals contained in this Agreement and Exhibits hereto, all right, title, and interest in the Certificate described in Paragraph 1 and, as consideration therefore, shall pay to Salgals as set forth in Paragraph 3, the Purchase Price for the Certificate.

3. *Purchase Price.* As full consideration for these rights and privileges, Buyer shall pay to Salgals the purchase price of Two Thousand Five Hundred dollars (\$2,500), (the "Purchase Price") \$1500 shall be paid within 5 days of the time of notice published in The Pennsylvania Bulletin, and \$1,000 shall be paid within 5 days of the successful transfer and issuing of the new PUC Certificate.

4. *No assumption of Liabilities.* Buyer is neither expressly, implicitly or otherwise assuming or agreeing to pay or discharge any of the liabilities and obligations of Salgals, and nothing in this Agreement or otherwise shall be construed to the contrary. All liabilities and obligations of Salgals, whether known or unknown, direct or contingent, in litigation or threatened or not yet asserted with respect to any aspect of the Business operated by Salgals, are and shall remain the

sole and exclusive responsibility of Salgals, and Buyer shall have absolutely no duties, obligations or responsibilities in that regard. Without limiting the generality of the foregoing, Salgals shall remain specifically responsible for (a) any liabilities of Seller with respect to any federal, state, or local income, franchise or other tax imposed upon Salgals, (b) any obligation of Salgals arising out of any litigation, whether existing or threatened which relate to events which occurred prior to the Closing, (c) any assessment or supplemental assessment that is due or may be due for any operations conducted by Salgals prior to the Closing, and/or any trade debts or other liabilities or obligations of Salgals. Further, in no event shall Buyer assume or incur any liability or obligation with respect to any income or other tax payable by Salgals incident to or arising as a consequence of the consummation by Salgals of this Agreement or any cost or expense incurred by Salgals incident to or arising as a consequence of this Agreement or any cost or expense incurred by Salgals incident to or arising as a consequence of such consummation of the negotiations in connection with this Agreement.

5. *Bulk Sales.* Seller warrants that the transfer contemplated herein is not governed by the requirements of the Pennsylvania Bulk Sales Act.

6. *Closing.* The Closing contemplated by the Agreement shall occur within one week after the final order of the PUC approving the transfer contemplated herein has been issued and the appeal period has expired without any appeal having been filed.

7. *Representations and Warranties of Seller.* Salgals hereby represents and warrants to Buyer, intending for Buyer to rely thereon, as follows:

- a. Salgals is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.
- b. Salgals owns no legal or beneficial interest in any corporation, partnership, joint venture or other legal entity.
- c. Salgals has continuously, since the date of incorporation, conducted its business as separate and distinct from any other business in which the principal of Salgals

may be involved. There have been no transactions or agreements between Salgals and any affiliate as defined by Chapter 21 of the Public Utility Code.

- d. Salgals is not a party to, guarantor of, or cosigner of any indenture, note, conditional sale, loan or other borrowing instruments.
- e. Salgals owns outright, solely and exclusively, and has good and marketable title to the Certificate, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or other encumbrances or conflicting claims of any nature whatsoever.
- f. Salgals has filed or will cause to be filed all federal, state and local returns and reports of Salgals through taxable year ended December 31, 2016, which are due and required to be filed and has paid or caused to be paid all taxes due. Additionally, Salgals has filed all annual reports due through March 2016 with the PUC and has paid any annual or special assessments due and owing which relate to operations conducted through December 2016. Salgals has fully complied with all provisions of the Uniform Carrier Registration Act and has filed all necessary reports in connection therewith. Salgals has received no notice of, and to the knowledge of the Seller, there is no pending or threatened proceeding or claim by any governmental agency for the assessment or collection of taxes or other payments from Salgals.
- g. Except as set forth on Exhibit 1 attached hereto:
  - i. There is no dispute, claim, action, suit, proceeding, arbitration or governmental investigation, administrative or judicial, pending, or to the knowledge of Salgals threatened against Salgals.
  - ii. Salgals is not in default with respect to any order, writ, injunction or decree of any court or governmental department, commission, board, bureau, agency or instrumentality, which involves the possibility of any judgment or liability which may result in any material adverse change in the financial condition of Salgals or could constitute an encumbrance upon the Certificate.

- iii. Salgals has not entered into any other agreements, contracts, options, leases, etc., for the sale and/or use of the Certificate. This Agreement, and the transaction embodied herein, will not cause Seller to violate the terms or conditions of any prior agreement, contract or obligation of any type.
- h. Salgals has no liabilities or obligations accrued, absolute, contingent or otherwise, and none which is material and/or adverse.
- i. Salgals has complied with and is not in default under, or in violation of, any law, ordinance, rule, regulation or order (including, without limitation, any order of the PUC) applicable to its operations, business or properties as presently constituted, which materially adversely affect or, so far as Salgals can now foresee, may in the future materially adversely affect the Certificate.
- j. Salgals has full corporate power and authority to enter into this Agreement and consummate the transactions on its part contemplated hereby. The execution and delivery of this Agreement, and the sale, transfer, and other actions contemplated hereby have been duly authorized by the Board of Directors, and, if required the shareholders of, Salgals which are the only corporate approvals required of Salgals. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein by Salgals constitute a violation or breach of applicable law, or violation of Salgal's Articles of Incorporation, Bylaws or any provision of any contract or instrument to which Salgals is a party or by which it is bound, or any order, writ, injunction, decree or judgment applicable to it, or constitutes a default (or would but for the giving of notice or lapse of time or both, constitutes a default) under any contract or instrument to which Salgals is a party or by which it is bound. This Agreement constitutes the legal, valid and binding obligation of Salgals enforceable in accordance with its terms.
- k. No representation or warranty by Salgals in this Agreement or in any other exhibit, list, or document delivered pursuant to this Agreement, contains or will contain at Closing any untrue statement of material fact, or omits, or will omit to

state any material fact necessary to make any statement herein and therein not misleading.

1. Prior to Closing Salgals shall file and pay all tax returns and taxes, all assessment reports and insurance payments and all other obligations when due and for the period of time the business was operated by Seller in order to keep the Certificate of Public Convenience a valid Certificate and in order to comply with all regulatory obligations of the Seller.

**8. *Representations and Warranties of Buyer.*** Buyer hereby represents and warrants to Salgals, intending for Salgals to rely hereon, as follows:

- a. Buyer is a Limited Liability Company created under the laws of the State of Pennsylvania.
- b. Buyer has not filed for a fictitious name registration with the Commonwealth of Pennsylvania, due to the fact that Buyer will be trading under its registered name, i.e. Takoukam Trading, LLC.
- c. Buyer knows of no material fact that would preclude it from obtaining PUC approval of the transfer application contemplated by this Agreement.

**9. *Conduct Pending Closing.*** Salgals hereby covenants and agrees that, pending the Closing and except as otherwise approved in advance in writing by Buyer:

- a. Salgals shall carry on the business diligently and substantially in the same manner as heretofore conducted and refrain from any action that would result in the breach of any of the representations, warranties or covenants of Salgals hereunder.
- b. Salgals shall not enter into any contract, commitment, or transaction affecting the Certificate.
- c. Salgals will not, and will not agree to, create any indebtedness or any other fixed or contingent liability including, without limitation, liability as a guarantor or otherwise with respect to the obligations of others.

- d. Salgals shall not do any act or omit to do any act, or permit any act or omission to act, which will cause a material breach of any material contract, commitment or obligation by which it is bound.
- e. Salgals will prepare and file all state, federal and other tax returns or PUC reports, and any amendments thereto, required to be filed based upon the business conducted by Seller between the date of this Agreement and the Closing Date., as well as promptly pay any fees, taxes or costs required of Seller when required. Buyer shall have a reasonable opportunity to review all such returns, reports and amendments thereto, prior to their being filed.
- f. Prior to the Closing Date, Salgals shall have obtained all authorizations, waivers, consents and permits of others required to permit the consummation by Salgals of the transaction contemplated by this Agreement or to remove any breach or threatened breach of any representation, warranty or agreement of Salgals herein. It is specifically understood that Salgals and buyer shall cooperate in the joint application to the PUC for approval of the transaction contemplated herein.

10. *Conditions Precedent to Buyer's Obligations.* All obligations of Buyer under this agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions unless otherwise waived in writing:

- a. Salgals' representations and warranties contained in this Agreement or in any list, exhibit, or document delivered pursuant to the provisions hereof shall be true at an as of the time of Closing.
- b. Salgals shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at Closing, including but not limited to Seller's obligations and covenants under Section 9 above.
- c. There shall not have been a material adverse change, occurrence or casualty in Salgals that would affect in any manner the Certificate.
- d. Salgals shall have delivered all documents required hereunder.

- e. There shall not be any pending or, to the knowledge of Salgals, threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either party herein.

In the event any of these conditions are not in existence at the time of Closing or in the event Seller breaches any material term of this Agreement, the Agreement, at Buyer's discretion, may be declared null and void.

11. *Conditions Precedent to Salgals' Obligations.* All obligations of Salgals under this Agreement are subject to the fulfillment, prior to or at the Closing, of the following conditions:

- a. Buyer's representations and warranties contained in this Agreement shall be true at and as of the time of Closing.

- b. Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at Closing.
- c. Buyer shall have signed all necessary documents in connection with the payment of the purchase price.
- d. There shall not be any pending or threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either party herein.
- e. Buyer has not taken any action or entered into any contract, commitment, or transaction affecting the Certificate.

12. *Fees and expenses.* Each party hereby represents and warrants to the other that it has not engaged or dealt with any broker or other person who may be entitled to any brokerage fee or commission in respect of the execution of this Agreement or the consummation of the transactions contemplated hereby. Without limiting the generality of the foregoing, each of the parties hereto shall defend, indemnify and hold the other harmless against any and all claim, loss, liability or expense which may be asserted against such other party, as a result of a broker or other person alleging having dealt with the indemnifying party.

Provided further, each party shall bear its own legal fees and costs incurred in connection with this Agreement, and the transaction embodied in this Agreement; nonetheless, Buyer shall pay all filing fees in connection with the transfer of the Certificate to Buyer.

13. *Survival of Representations, Warranties and Agreements.* All representations, warranties and agreements made by Salgals and Buyer in this agreement or in any other document delivered pursuant hereto shall survive the Closing.

14. *Indemnification by Salgals.* Salgals shall defend, indemnify and hold Buyer harmless from and against:

- a. All actual or potential liabilities, obligations, claims, demands, liabilities, damages, losses and out-of-pocket costs, fees and expenses, including reasonable attorney's fees and expert witness fees, whether or not reduced to judgment, order or award, against Salgals or its shareholders or against Buyer as a result of Seller's activities with respect to the conduct of the business prior to Closing, and
- b. All actual or potential claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable attorneys' fees whether or not reduced to judgment, order or award, caused by or arising out of the breach of any agreement of or any representation or warranty made by Salgals in this Agreement or in any exhibit, list, certificate or document delivered by it pursuant hereto.

15. *Indemnification by Buyer.* Buyer shall defend, indemnify and hold Salgals harmless from and against all damages, losses and out-of-pocket expenses including reasonable attorneys' fees, caused by or arising out of the breach of any agreements of or any representation or warranty made by Buyer in this Agreement or in any exhibit, list, certificate or document delivered by it pursuant hereto.

16. *Defense of Claims.* Promptly after any service of process by any third person in any litigation in respect of which indemnity may be sought from the other party pursuant to Sections 14 or 15, the party so served shall notify the indemnifying party of the commencement of such litigation, and the indemnifying party shall be obligated to assume the defense thereof at its expense with counsel of its own choosing.

17. *Further Assurances.* At the reasonable request of either party, from time to time, either Salgals or Buyer will execute and deliver such further instruments and will take such other reasonable action more effectively to consummate the transactions contemplated by this Agreement and to put Buyer into ownership, possession and control of the Certificate of Public Convenience to the exclusion of all others whose claims may have arisen prior to the Closing.

18. *Tax Matters.* Salgals shall, on a timely basis, prepare and file or cause to have prepared and filed all tax returns, assessment reports for the year which includes the period of time up to

the Closing Date, and pay any and all taxes or assessments or fines due for such period when due.

19. *Responsibility for Litigation.* Salgals shall be responsible for all present and future litigation and claims arising out of the conduct of the business which arose or accrued prior to the Closing. Seller shall hold harmless, indemnify and defend Buyer from any claims of any nature, and any reasonable expenses incurred by Buyer, including all legal fees and court costs, as a result of any demand, claim, action or cause of action, brought against Buyer in Buyer's name by anyone based upon any claim or event which arose while the Certificate of Public Convenience was owned by Seller, regardless of when the litigation is filed. Seller shall be the sole judge of whether to litigate any matter, or to settle on terms which obligate Seller to meet the settlement requirements. Provided further, the party(ies) shall bear its own attorneys' fees and costs associated with the preparation and consummation of this Agreement.

20. *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, excluding its conflicts-of-laws principles.

21. *Assignment.* This Agreement shall not be assignable by either party without the prior written approval of the other party. To the extent assignable, this Agreement shall be binding upon, and inure to the benefit of, Buyer and his successors and assigns and Salgals and its successors and assigns.

*Regulatory Approvals.* The performance of any obligation set forth in this Agreement is expressly contingent upon the approval of the transactions contemplated in this Agreement and the approval of the transfer of the Certificate by the PUC without additional limitations and/or restrictions, with Buyer not being obligated to accept any modifications of the authority granted pursuant to the Certificate if imposed by the PUC.

22. *Headings for Reference Only.* The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to modify or limit the provisions of this Agreement.

23. *Notices.* Any notice, communication, demand or other writing required or permitted to be given, made or accepted by any party to this Agreement shall be given by personal delivery or by depositing the same in the United States mail, properly addressed, postage prepaid and registered or certified with return receipt requested. A notice given by personal delivery shall be effective upon delivery and a notice given by registered or certified mail shall be deemed effective on the third day after such deposit. For purposes of notice, the addresses of the parties shall be, until changed by a notice given in accordance herewith, as follows:

If to Buyer :  
Fiacre Takukam  
1901 Old Crooked Hill Road  
Harrisburg, PA 17110

With a required copy (by fax/email and first class mail) to

Craig Doll Esquire  
25 West 2<sup>nd</sup> Street PO Box 403  
Hummelstown, PA 17036

With a copy to:

To Salgals

Salgals Inc.  
PO Box 60264  
Harrisburg, PA 17106

24. *Entire Agreement.* This document contains the entire agreement between the parties hereto with respect to the transaction contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the duly authorized officers of the parties hereto. Provided further, each of the parties agree that it shall not allege, argue or contend in any legal proceedings that the other party waived by its action or inaction the requirement that any modifications or changes be in writing, and each party expressly waives the right to make any such allegations, contentions or argument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the day and year first above written.

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Salgals, INC.

By: 

By:   
Josie Salinger

TAKOUKAM TRADING, LLC

By: 

By:   
Fiacre Takukam