

TRANSPORTATION GENERAL, L.L.C.

5617 CAHABA GLEN CIRCLE • BIRMINGHAM, ALABAMA 35210

Office: 205/323-9370 • Fax: 205/252-5899

April 1, 2009

Honorable G. Scott Morris
Administrative Law Judge
Alabama Public Service Commission
P.O. Box 304260
Montgomery, Alabama 36130-4260

Re: C3241- Hill Cab Company

Dear Judge Morris:

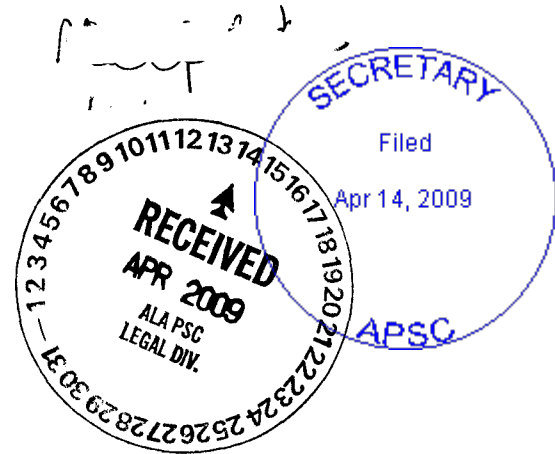
I recently purchased the Certificates of Public Necessity and Convenience from Hill Cab Company in Birmingham and the above referenced Certificate 3241 that Wesley Hill, dba Hill Cab, has with the Alabama Public Service Commission. Please find attached the following information (original and one copy) as required by the APSC in order to transfer Wesley Hill's APSC authority to Transportation General, LLC, dba Hill Cab Company:

1. Completed APSC Form No. 1
2. Money order in the amount of \$25.00
3. Copy of sales agreement
4. Copy of articles of incorporation
5. Proposed tariff
6. Proof of insurance

Your assistance in this matter is greatly appreciated. You can contact me at 205-323-9370 or at paigecoker1@bellsouth.net if you have any questions.

Respectfully submitted,


Elizabeth Paige Coker



APPLICATION UNDER ALABAMA MOTOR CARRIER ACT OF 1939 FOR APPROVAL OF TRANSFER
OR LEASE OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY OR PERMIT:

GENERAL INSTRUCTIONS

1. This application should be typed or neatly printed and the original and one copy returned to:

ALABAMA PUBLIC SERVICE COMMISSION
P O BOX 304260 MONTGOMERY, AL 36130

2. If this is application for approval of transfer of certificate or permit, attach to the application remittance in the amount of \$ 25.00, or if this is application for approval of lease of certificate or permit of more than six months attach, to the application, remittance in the amount of \$ 10.00, in payment of application fee by law. Remittance should be made payable to the ALABAMA SERVICE COMMISSION. (No fee required to accompany an application for approval of lease when said lease is for a period of not less than six months.)
3. **Transferee** is the operator to whom the authority is to be transferred. **Transferor** is the operator from whom the authority is to be transferred. **Lessee** is the operator to whom the authority is to be leased. **Lessor** is the operator from whom the authority is being leased.
4. Copy of BILL OF SALE OR LEASE AGREEMENT MUST accompany application.

If incorporated, attach a copy of articles of incorporation or corporate charter of transferee or lessee.

IMPORTANT: At the time of the filing of this application, transferee of lessee must submit and attach hereto a proposed tariff if applicable, and a letter from an insurance agent to the effect that if the transfer herein proposed is approved by the Commission, they will write, upon payment of premiums, such insurance as is required by law and rules and regulations of this Commission.

TO THE ALABAMA PUBLIC SERVICE COMMISSION, MONTGOMERY, ALABAMA, 36130

APPLICANTS STATE:

- I. That this is an application of Transportation General, LLC,
(Full and correct name of TRANSFEE OR LESSEE)

Limited Liability Company

(State whether CORPORATION PARTNERSHIP, ASSOCIATE, OR INDIVIDUAL)

DOING BUSINESS AS Hill Cab Company

Business Address 5617 Cahaba Glen Circle

(Street Address)

Birmingham

AL

35210

City

State

Zip

AND Wesley Hill
(Full and correct name of TRANSFEROR OR LESSOR)

Individual
(State whether CORPORATION, PARTNERSHIP, ASSOCIATE, OR INDIVIDUAL.)

Doing business as Hill Cab Company

Business Address 1249 Avenue M
(Street Address)

<u>Birmingham</u>	<u>AL</u>	<u>35218</u>
City	State	Zip

(1) For approval of TRANSFER OF CERT. NO. C 3241 OR PERMIT NO. _____.

(2) For approval of LEASE OF CERT. NO. _____ OR PERMIT NO. _____.

(If proposed transfer or lease involves only a PORTION of Transferor's or Lessor's authority, indicate below:

(3) _____

II. (a) Are operations being presently conducted by transferor or lessor under the operating rights here proposed to be transferred or leased? Answer (Yes or No) yes _____. If answer is "No", explain below:

(b) Number of unsettled loss and damage claims filed by shippers and receivers of freight and on hand with transferor or lessor and aggregate amount of money claimed thereby:

Number NA Amount \$ NA

Number of unsettled overcharge claims filed by shippers and receivers of freight and on hand with transferor or lessor and aggregate amount of money claimed hereby: Number NA Amount \$ NA

III. That the consideration to be received by the transferor or lessor as a result of such transfer or lease is \$ _____ or other Transfer of APSC Authority came with sale of City of Birmingham
Certificates of Public Necessity and Convenience (see attached Purchase and Sale Agreement)

_____. Time of Payment _____
Method of Payment _____

- IV. That the financial statement of transferee or lessee as of latest available date is as follows: (If a partnership, submit separate financial statements for each partner.)

ASSETS:	As of <u>December 31, 2008</u> (Latest Date)	<u>March 4, 2009</u> (Current Date)
Cash on hand and in bank.	\$	1,904.48
Accounts Receivable		215,502.08
Prepaid Insurance.....		6,495.66
Hill Cab.		30,000.00
Trailers		
Busses		
Automobiles		
Investments (Stock, bonds, other securities).		
Other assets (Describe).		
		=====
TOTAL.		\$253,902.22

LIABILITIES:

Accounts Payable	\$	11,553.33
Loans to GBTS and GLRTS		226,376.44
Other liabilities (Describe).		
		=====
TOTAL.		\$ 237,909.77

NET WORTH. 15,992.45

- V. That said transferee or lessee has had the following experience to qualify for this operation:

The president of Transportation General, LLC has been involved in the ground transportation business for over ten years

- VI. That the person to whom correspondence with respect to this application should be addressed is as follows:

Elizabeth Paige Coker

(State full and correct name)

President, Transportation General, LLC

(State title and name of company, if attorney, so state)

5617 Cahaba Glen Circle, Birmingham, AL 35210

(State business address of person to be addressed)

Telephone No. 205-323-9370

Wherefore, applicants pray that the Alabama Public Service Commission enter an order approving and authorizing the transaction proposed.

Dated this 17th day of March, 2009.

Elizabeth Paige Coker
(Signature of Transferee or Lessor)*

Wesley Hill
(Signature of Transferor or Lessor)*

O A T H

State of Alabama
County of Jefferson

On the 17th day of March, 2009, before me came

Elizabeth Paige Coker

(Transferee or Lessee)

and Wesley Hill
(Transferor or Lessor)

to me known, who being by me duly sworn, stated that they executed the foregoing application as transferee and transferor, or lessee or lessor, or in behalf of said parties, and, if the latter, that they were authorized so to do; that the facts stated therein, as same pertain to each of said parties, respectfully, are true and correct to the best of their knowledge, information, and belief.

James M. Shoup
Notary Public

(SEAL)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 27, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission expires _____.

*Original application should be signed in ink by applicants, if individual; by all partners, if partnership; and, if corporation, by officer or officers thereof, authorized to sign such application.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is made and entered into effective as of the ____ day of November, 2008, by and between **Wesley Hill**, an individual, and **Nathan McDonald**, an individual, (~~whether individually or jointly as a partnership~~ "**Seller**"), and Transportation General, LLC, an Alabama limited liability company, or an affiliate or subsidiary ("**Buyer**"). Seller and Buyer are sometimes herein referred to individually as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

Seller is a taxi cab company operating in the State of Alabama, doing business as "**Hill Cab Company**" (the "**Business**"). Buyer desires to purchase and Seller desires to sell certain assets of the Business while retaining certain liabilities in connection with the Business in the State of Alabama as provided by and conditioned upon the terms set forth herein. Buyer also desires to assume certain transportation contracts between Seller and its customers in order to provide transportation services to those customers.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. PURCHASE AND SALE.

1.1 Purchased Assets. On the Closing Date (as that term is hereinafter defined) and subject to the terms and conditions set forth in this Agreement, Seller shall sell, assign, transfer and convey, or cause to be sold, assigned, transferred or conveyed, to Buyer, and Buyer shall assume, purchase and pay for the Purchased Assets. As used herein, the term "**Purchased Assets**" shall mean those certain assets more particularly described below:

(a) Six (6) Certificates of Public Necessity and Convenience (hereinafter CPNC) held by Seller with the City of Birmingham;

(b) Certificate for intrastate operations in the State of Alabama (Certificate C3241) as a carrier of passengers as issued by the Alabama Public Service Commission (hereinafter "APSC"), and

(c) Assignment of the exclusive use of the name "Hill Cab" or Hill Cab Company", unless waived in writing by Buyer.

Except as specifically provided for herein, Buyer is not assuming under this Agreement or any other document contemplated hereby, and Seller expressly acknowledges it is retaining, any and all liabilities with respect to the Business, including, without limitation, all obligations and liabilities of Seller with respect to any contracts and all remaining obligations of Seller with respect to employees, contractors and agents of Seller.

1.2 Further Assurances. If at any time after the Closing Date, any further action is reasonably necessary to carry out the purposes of this Agreement, the Parties shall execute such additional conveyances or other instruments, and take such other action, as may be reasonably necessary to more effectively transfer, convey and assign to Buyer title to, and to put Buyer in actual possession and operating control of the Purchased Assets. To the extent any manufacturer warranty applicable to any of the Purchased Assets may not be assigned by Seller to Buyer, Seller shall cooperate with Buyer and use its commercially reasonable efforts to obtain for Buyer the benefit of all such manufacturer warranties.

1.3 Purchase Price and Payments. The purchase price for the Purchased Assets shall be Thirty Thousand Dollars (\$30,000.00) (the "**Purchase Price**"). An earnest money deposit shall be paid by Buyer to Seller upon the execution of this Agreement in the form of checks of Five Hundred Dollars (\$500.00) each made payable to Wesley Hill and to Nathan McDonald, which shall be paid by Buyer to Seller on the date of complete execution of this Agreement by all parties. Payment of the remaining Twenty-Nine Thousand Dollars (\$29,000.00) shall be made by checks of Twelve Thousand, Five Hundred Dollars (\$12,500.00) to Wesley Hill and Sixteen Thousand, Five Hundred Dollars (\$16,500.00) to Nathan McDonald at Closing.

2. DUE DILIGENCE AND CONDITIONS TO CLOSING.

2.1 Liens. If any of the Purchased Assets are subject to any liens or encumbrances, Seller agrees to promptly employ its good faith best efforts to procure a cure for same in the form of appropriate releases of such encumbrances or liens. In the event, however, that Seller is unable through the exercise of its good faith best efforts (which shall include the payment of money) to cure any objectionable matter prior to the Closing Date, then at Buyer's option, Buyer may either (a) take title to the affected Purchased Assets despite the existence of such matter and, at Buyer's option, reduce the Purchase Price by an amount equal to the applicable lien or other encumbrance; (b) exclude any of the Purchased Assets affected by such objectionable matter from the sale and reduce the Purchase Price proportionately, or (c) terminate this Agreement in which event neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect.

3. CLOSING.

Subject to the conditions stated in this Agreement, the consummation of the sale and transfer of the Purchased Assets contemplated hereby ("**Closing**") shall occur on the first business day following approval of the transfer of all six (6) CPNC to Buyer by the appropriate authorities of the City of Birmingham, or on such later date as the Parties may agree in writing (the "**Closing Date**"). Closing shall be held at such a location as may be mutually agreed upon by the Parties. At Closing, Seller shall:

(a) Execute and deliver the following:

(i) to Buyer, the Bill of Sale and Assignment transferring all rights to the six (6) CPNC's;

(ii) evidence, in form and substance satisfactory to Buyer, of the release of any liens or other encumbrances on the Purchased Assets except to the extent Buyer has elected pursuant to Section 2.1 to accept Purchased Assets subject to liens or other encumbrances; and

Each Party shall execute such other instruments and take such other actions as may be reasonably requested by the other Party in order to give full effect to the obligations of such Party under this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby represents and warrants to Buyer as of the date of this Agreement and as of the Closing Date as follows:

4.1 Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to perform its respective obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligation of Seller, whether individually or as a partnership, enforceable against Seller in accordance with its terms. At Closing, all documents required hereunder to be executed and delivered by Seller will have been duly executed and delivered by Seller and will constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

4.2 Purchased Assets. Seller warrants there are no outstanding options, rights of first offer, rights of first refusal or other similar contracts or rights to purchase any of the Purchased Assets or any portion thereof or interest therein granted by Seller. Seller is not required to obtain any third-party consents in connection with the transactions contemplated by this Agreement

4.3 Taxes. Seller has filed or will file in a timely manner all tax reports, returns and forms affecting the Purchased Assets as may have been required under any applicable legal requirements, including, all required federal, state and local income, sales, use, property and franchise tax returns, and has paid or will pay all required taxes or similar assessments affecting the Purchased Assets including any interest, penalties or additions attributable thereto shown as due on all such filings for the periods ending on or before Closing. No encumbrances, proceedings, lawsuits, investigations known to Seller, inquiries known to Seller or other actions which are pending, known to Seller to be threatened or opened, seek the assessment or collection of additional taxes of any kind from Seller specifically relating to any portion of the Purchased Assets, and to the best of Seller's knowledge, no other examination by the Internal Revenue Service or any other taxing authority affecting any portion of the Purchased Assets is now pending. Taxes which Seller was required by any applicable legal requirements to withhold or collect with respect to the Purchased Assets have been withheld or collected and have been paid over to the proper governmental entities or are properly held by Seller for such payment when due and payable.

4.4 Litigation. There is no claim, action, suit, proceeding at law or in equity, arbitration or administrative or other proceeding or investigation by or before any court, administrative agency, arbitral body or other governmental entity currently pending or, to the best knowledge of Seller threatened, against or affecting any of the Purchased Assets, and Seller does not know of any conditions, facts, circumstances, events or other valid basis for any such claim, action, suit, proceeding or investigation. There are no such claims, actions, suits, proceedings or investigations currently pending or, to the best knowledge of Seller, threatened against Seller seeking to prevent or challenging the transactions contemplated by this Agreement or any other agreement contemplated herein. Neither Seller nor any of the Purchased Assets is subject to any order entered in any lawsuit or proceeding.

4.5 Insurance. Seller has maintained in full force and effect liability insurance covering injuries to persons (including injuries resulting in death) and damage to property in coverage amounts not less than required by applicable law or regulation, and such insurance coverage shall continue as to any claims that may be asserted after the Closing Date with respect to conditions, circumstances or events that occurred or existed on or before the Closing Date.

5. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller as follows:

5.1 Authority. Buyer has all requisite power and authority to execute and deliver this Agreement and to perform its respective obligations under this Agreement. The execution and delivery of this Agreement by Buyer and the performance of the transactions contemplated hereby have been duly and validly approved by all requisite action on behalf of Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. At

Closing, all documents required hereunder to be executed and delivered by Buyer will have been duly authorized, executed and delivered by Buyer and will constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms.

5.2 Buyer represents that after closing, Buyer may at its own expense either change the color scheme of the vehicles operating under the CPNC's and APSC Certificate, or solely at Buyer's option, Buyer may, instead change the name of "Hill Cab" or Hill Cab Company".

6. INDEMNIFICATION.

Seller shall indemnify, defend, hold harmless and release Buyer, its affiliates and their respective managers and members, employees and agents from and against any and all claims and damages suffered or incurred by any of these parties that arise out of, result from or are payable as a result of the following:

- (a) the breach of any representation or warranty made by Seller in this Agreement;
- (b) failure of Seller to perform any covenant or obligation required to be performed by it under this Agreement; and
- (c) any claims made by third parties against the Buyer to the extent such claims arise out of or are attributable to the ownership, use, condition or operation of the Purchased Assets on or before the Closing Date.

Buyer shall indemnify, defend, hold harmless and release Seller, individually and jointly from and against any and all claims and damages suffered or incurred by any of these parties that arise out of, result from or are payable as a result of the following:

- (d) the breach of any representation or warranty made by Buyer in this Agreement;
- (e) failure of Buyer to perform any covenant or obligation required to be performed by it under this Agreement; and
- (f) any claims made by third parties against Seller to the extent such claims arise out of or are attributable to the ownership, use, condition or operation of the Purchased Assets after the Closing Date.

7. INJUNCTIVE RELIEF.

In the event of a breach or threatened breach by Seller or Buyer of the provisions of this Agreement, Seller and Buyer agree that the non-breaching Party shall be entitled to equitable relief, including an injunction and specific performance (without the necessity of posting or securing a bond in connection with such remedy), alone or in combination, in addition to all other remedies available at law or in equity to such Party in the event of any breach of the provisions of this Agreement by the other Party or any of its affiliates.

8. GOVERNING LAW.

This Agreement and all instruments executed in accordance with it shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Alabama, without regard to conflict of law rules that would direct application of the laws of another jurisdiction. All actions related to the enforcement of this Agreement shall be filed in a court of competent jurisdiction in Jefferson County.

Alabama, unless otherwise agreed upon by all parties. **ALL PARTIES HEREIN WAIVE THE RIGHT TO A JURY TRIAL.**

9. ENTIRE AGREEMENT.

This Agreement (including the documents, schedules, attachments, exhibits, annexes and instruments referred to herein and therein) constitutes the entire agreement between the Parties and supersedes all prior agreements, documents or other instruments with respect to the matters covered hereby. The Parties make, and have made, no oral agreements or undertakings pertaining to the subject matter of this Agreement, except for any that are no longer in effect. In the event of any irreconcilable conflict between the terms of this Agreement and any conveyancing documents contemplated hereby, the terms of this Agreement shall be controlling.

10. WAIVER.

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. CAPTIONS.

The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

12. ASSIGNMENT.

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but except as provided below, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of either Buyer or Seller, as applicable, and any such assignment that is not consented to shall be null and void; provided, however, that a Party may assign this Agreement to an affiliate of that Party upon reasonable notice to the other Party of such assignment; provided, further, however, that any such assignment shall not release, affect or reduce in any way the assigning Party's obligations under this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

13. NOTICES.

Any notice, demand or request provided for in this Agreement, or given or made in connection with it, shall be in writing and shall be deemed properly, given or made if delivered in person or sent by facsimile or sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight courier service that provides a receipt of delivery, in each case to the Parties at the addresses specified below:

For Seller to:

Wesley Hill
1249 Avenue M
Birmingham, Alabama 35218
Fax (205) ____ - ____

Nathan McDonald
2642 Madison Avenue, Apt 1033
Moody, Alabama 35004
Fax (205) ____ - ____

For Buyer to:

Transportation General, LLC
5617 Cahaba Glen Circle
Birmingham, Alabama 35210
Attention: Elizabeth Paige Coker, Managing Member
Fax: (205) 252-5899

Each Party shall have the right, upon giving five (5) days' prior notice to the other in the manner hereinabove provided, to change its address for purposes of notice.

14. EXPENSES.

Buyer shall be solely responsible for all expenses incurred by it in connection with this transaction, including, without limitation, fees and expenses of its own counsel, advisors and brokers, if any.

15. SEVERABILITY.

If a provision of this Agreement that does not affect the essential nature of or consideration for the arrangement among the Parties reflected hereby is ruled to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall continue in full force and effect. In such event, however, the Parties shall negotiate in good faith to replace such invalid or unenforceable provision with a valid and enforceable provision that places each Party in substantially the same position it would have been in had such original provision been valid and enforceable.

16. AMENDMENT.

This Agreement (including the documents, schedules, attachments, exhibits, annexes and instruments referred to herein) may not be amended except by an instrument in writing signed by each of the Parties.

17. FURTHER ACTIONS.

Each Party shall execute and deliver such other certificates, agreements and other documents and take such other actions as may reasonably be requested by the other Parties in order to consummate or implement the transactions contemplated by this Agreement, including, but not limited to, such actions as are required by the City of Birmingham and the APSC.

18. COUNTERPARTS; EXHIBITS.

This Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All Exhibits attached hereto are hereby made a part of this Agreement and incorporated herein by this reference.

19. RIGHTS OF NATHAN MCDONALD AND LESSEES TO CONTINUED OPERATIONS

19.1 Buyer hereby agrees that in consideration of Ten Dollars (\$10.00) per month paid to Buyer, Nathan McDonald may continue to operate one of the City of Birmingham CPNC under such direction and supervision by Buyer as is required by applicable rules and regulations of the City of Birmingham and APSC for a period of one (1) years after the Closing Date, but only in the event that Nathan McDonald (a) maintains a minimum \$300,000.00 combined single limit liability insurance coverage on the vehicle which he operates under this CPNC, and (b) any driver(s) operating Nathan McDonald's vehicle under this CPNC first be approved by Buyer and thereafter remain in compliance with all pertinent City of Birmingham rules and regulations and APSC related to operations under said CPNC. Upon the satisfactory compliance by Nathan McDonald during said one year period, Nathan McDonald may renew his operation as set forth above under the same conditions and requirements for a second one (1) year period at a consideration to be paid to Buyer of \$115.00 per month. At the end of the second one year term, Nathan McDonald shall cease his operation under said CPNC, unless waived by Buyer. Seller acknowledges and agrees that the restrictions contained in this section are reasonable and necessary to protect and do not impose a greater restraint than is necessary to protect the legitimate interest of Buyer in undertaking this transaction. ~~The parties hereby agree that any violation of this section will result in irreparable injury to Buyer and that damages at law would not be reasonable or adequate compensation to Buyer for a violation of this section. Buyer shall be entitled to have the provisions of this section specifically enforced by preliminary and permanent injunctive relief without the necessity of proving actual damages and without posting bond or other security and shall also be entitled to an equitable accounting of all earnings, profits and other benefits arising out of any violation of this section by Seller, including, without limitation, estimated future earnings. Injunctive relief shall not be deemed the exclusive remedy for Buyer for a breach of this section by Seller, but shall be in addition to all remedies available at law or in equity to Buyer, including, without limitation, the recovery of damages from Seller. Further, if Seller violates the covenants and restrictions herein and Buyer brings legal action for injunctive or other equitable relief, Seller agrees that Buyer shall not be deprived of the benefit of the full period of the restrictive covenants contained herein, as a result of the time involved in obtaining such relief. Accordingly, Seller agrees that provisions in this section shall have a duration determined pursuant to this section, computed from the date the relief is granted.~~

19.2 Current lessees of seller at the time of the execution of this agreement may continue such operations for a period ~~not~~ to exceed one (1) year from the date of Closing, unless said time limitation is waived by Buyer, so long as said lessees and their drivers remain in compliance with all applicable City of Birmingham regulations and those of the APSC and under such control by Buyer as is required by the City of Birmingham and the APSC. Each lessee must maintain a minimum of \$300,000.00 combined single limits liability insurance coverage on the vehicles which they operate under the CPNC's. All drivers operating for lessees must meet all requirements set forth by Buyer. Buyer understands that Seller is currently leasing these CPNC's for \$125.00 per month.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

SELLER

Wesley Hill *x*

Wesley Hill

Nathan McDonald

BUYER

Transportaton General, LLC

An Alabama limited liability company

By: *Elizabeth Paige Coker*

Name: Elizabeth Paige Coker

Its: Managing Member

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

SELLER

Wesley Hill

Nathan McDonald

← Nathan McDonald

BUYER

Transportaton General, LLC

An Alabama limited liability company

By: Elizabeth Paige Coker

Name: Elizabeth Paige Coker

Its: Managing Member

**ARTICLES OF ORGANIZATION
FOR
TRANSPORTATION GENERAL, LLC**

The undersigned, for the purpose of forming a limited liability company under Title 10, Chapter 12 of the Code of Alabama (1975), as amended (the "Alabama Limited Liability Company Act"), hereby files the following Articles of Organization with the probate judge of the county in which the initial registered agent of the limited liability company will be located and affirms that the facts stated in these Articles of Organization are true and correct:

1. The name of the limited liability company is **Transportation General, LLC** (the "Company").

2. The period of its duration is fifty (50) years; provided, that the limited liability company shall cease to exist upon dissolution of the limited liability company in accordance with the Alabama Limited Liability Company Act (the "Act").

3. The purposes for which the limited liability company is organized are:

a. To purchase, take, receive, lease or otherwise acquire, own, hold, improve, use, and otherwise deal in or with, real or personal property, or any interest therein, wherever situated, and to sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of real or personal property, or any interest therein;

b. To render to others, and to engage in the business of rendering to others, consulting, advisory, administrative, industrial engineering, accounting, bookkeeping and other services of every nature, kind, and character, which it may legally render;

c. To engage in any industrial, manufacturing, mining, mercantile, trading, agricultural, service, or other lawful business of any kind or character whatsoever;

d. To act as agent, representative, or receiver of any person, firm, corporation, or governmental entity or instrumentality in respect to any lawful undertaking or transaction;

e. To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, corporations, limited liability companies, associations, partnerships, individuals, or direct or indirect obligations of governmental entities or of any instrumentality thereof;

f. To lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so leased or invested; and

g. To engage in any other lawful act or activity for which limited liability companies may be organized pursuant the Act.

4. The location and mailing address of the initial registered office of the limited liability company is: 5804 Oporto Madrid Blvd, Birmingham, Alabama 35210; the name of the initial registered agent at such address is Elizabeth Paige White.

5. The name of the organizer of the limited liability company is Elizabeth Paige White, whose address is shown below. The names and addresses of the initial Members of the limited liability company are as follows:

<u>Name</u>	<u>Address</u>
Elizabeth Paige White	5617 Cahaba Glen Circle Birmingham, AL 35210

6. The Members of the limited liability company shall have the right to admit additional members upon unanimous written consent of the Members of the limited liability company.

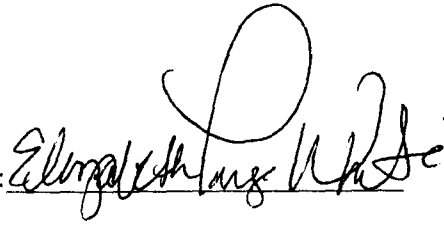
7. The cessation of membership of one or more Members on account of death, bankruptcy or withdrawal will result in the dissolution of the company, unless the remaining Members unanimously consent to continue the business.

8. The Manager of the Company shall have the power to manage the day-to-day business and affairs of the Company as provided in the Operating Agreement. The name and address of Manager of the Company, and who shall serve until his successor is elected and begins serving, is:

Elizabeth Paige White	5617 Cahaba Glen Circle Birmingham, AL 35210
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9. The Members of the Company shall have no liability for any debt, obligation, or liability of the Company, as provided in the Alabama Limited Liability Company Act.

The undersigned, acting as the organizer of the Company named herein in accordance with the Alabama Limited Liability Company Act, executes these Articles of Organization, this the 1st day of July, 2006.

By: 

Elizabeth Paige White

This document prepared by:

Howard M. Miles
Attorney at Law
2301 1st Avenue, North, Suite 104
Birmingham, AL 35203
Telephone: 205-581-5277
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Tariff 1

Transportation General, LLC

Certificate No.: 3241

**LOCAL TARIFF
APPLYING ON
PASSENGERS AND THEIR BAGGAGE**

Applicable on Alabama Intrastate Traffic Only

Issued: April 1, 2009

Effective: May 1, 2009

ISSUING OFFICER

Elizabeth Paige Coker, President
5617 Cahaba Glen Circle
Birmingham, AL 35210
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For explanation of abbreviations and reference marks not explained, see last page

RULES AND REGULATIONS

ITEM 100

DEFINITIONS

The following definitions reflect the technical interpretation of words and phrases used in this tariff.

- (1) **CHARTER PARTY** - A person or group of no more than twenty persons, who at a fixed mileage rate, have acquired the use of a passenger carrying motor vehicle to travel together as a group to a specific destination or for a particular itinerary, either agreed upon in advance or modified by the "Charter Party" after having left the "Point of Pickup."
- (2) **POINT OF PICKUP** - The point designated by the Charter Party where the vehicle will be made available for loading.
- (3) **POINT OF DROP OFF** - The point(s) where the vehicle is vacated by the Charter Party and vehicle instructed to wait for further travel or released.

ITEM 110

APPLICATION OF TARIFF

- (1) Charges authorized herein are in dollars and cents and are payable in lawful United States Currency.
- (2) The service provided under this tariff is contingent upon the ability of the carrier to furnish the equipment.

ITEM 120

IMPRACTICABLE OPERATIONS

Nothing in this tariff shall be construed so as to require the carrier to accept or transport passengers and their personal belongings where the conditions of roadways, streets, alleys, or premises over which vehicle must operate is such that it is impracticable or unsafe to operate in the opinion of the operator of the vehicle.

RULES AND REGULATIONS

ITEM 200

PERSONAL BELONGINGS

Personal belongings and baggage will be transported at no additional cost, subject to vehicle capacity. Articles that may cause harm or damage to passengers or equipment will not be accepted.

Personal belongings and baggage/property are not inspected by carrier and carrier will not be held responsible for transportation of contraband or any other illegal items that may be concealed by the charter party or passenger(s).

ITEM 210

CARRIER'S LIABILITY

Carrier will not be liable for loss or damage to passenger(s) or personal belongings or baggage/property unless such loss or damage is caused by it; and then only for the reasonable value thereof.

ITEM 220

VEHICLE CONDITION

Carrier will furnish vehicles with all glass, upholstery, air conditioning, and safety features in good and working order.

ITEM 230

OBJECTIONABLE PERSONS

The carrier reserves the right to refuse service to persons who may be intoxicated by liquor or drugs, or who is incapable of taking care of himself or herself, or who shows conduct which is such, or likely to be such as to make him or her objectionable to other persons covered by the charter.

ITEM 240

DAMAGE TO CARRIER'S EQUIPMENT

The Chartering Party assumes full responsibility and liability for the conduct of it's members regarding any physical damage to carrier's equipment.

RULES AND REGULATIONS

ITEM 300 (C)

SCOPE OF OPERATIONS

The rates, charges, rules and regulations named herein apply only on intrastate movements to the extent of the carrier's operating rights as shown below:

**TRANSPORTATION GENERAL, LLC
CERTIFICATE 3241**

THE INTRASTATE TRANSPORTATION OF:

Passengers and their baggage in special or charter operations:

1. Between points in and north of the counties of Russell, Bullock, Montgomery, Lowndes, Dallas, Marengo and Sumter; and
2. Between points described in No. 1 on the one hand, and on the other hand, all points in Alabama.

Restriction: Service is authorized only in vehicles with a capacity of 20 passengers or less.

"Any matter contained herein which is or may become the subject of controversy will be governed by the certificate or permit of authority as described in the orders within the official files of the Alabama Public Service Commission."

RULES AND REGULATIONS

ITEM 310

METHOD OF PAYMENT OF FARES OR CHARGES

- (1) The fares or charges shown herein are stated in dollars and cents and payable in lawful United States Currency.
- (2) Collection will be made only in cash, or by valid credit card with proper ID unless otherwise specified by the carrier.
- (3) All fares or charges are payable at the time of service, unless credit has been prearranged with the carrier.

ITEM 320

ALCOHOLIC BEVERAGES

All applicable state laws regarding use of alcoholic beverages will be observed.

ITEM 330

ANIMALS

Animals, birds, reptiles, or pets of any kind are not allowed without prior approval by the carrier. Service animals will be carried without additional cost.

SECTION 1**RATES****ITEM 400****APPLICATION OF RATES**

Charges in Section 1 apply in Dollars Per Mile. Mileage charges are computed from the point of pick up to the point of drop off. Waiting time is computed when the carrier is requested to wait by the Charter Party at the point of pick up, the drop off point, or any place(s) in between the pick up and drop off points. Charges for waiting time apply in dollars per hour.

ITEM 410 (C)**RATES**

RATE: \$2.00 per mile or fraction thereof.

Waiting Time: Passengers delaying the vehicle will be charged \$24.00 for each hour, charged at the rate of \$4.00 for each 10 minute increment or fraction thereof. Ten minutes of waiting time is allowed at the pick up point without charge.

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

Abbreviation or Reference Mark	Explanation
A.M.	Before Noon
P.M.	After Noon
COD	Collect on delivery
APSC	Alabama Public Service Commission
@ or (N)	Addition
\$	Dollar
%	Per Cent
● or (R)	Reduction
◆ or (A)	Increase
▲ or (C)	Change in wording which results in neither increases nor reductions in rates or charges.
[]	(With number enclosed) Brought forward from the supplement bearing the number enclosed within the square.

For explanation of abbreviations and reference marks not explained, see last page

CERTIFICATE OF INSURANCE

Issue Date: 10/31/08

Producer
Paratransit Insurance Company, A Mutual Risk Retention Group
A Mutual Risk Retention Group
1000 Ridgeway Loop Road
Memphis, TN 38120

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

Company
A Paratransit Insurance Company, A Mutual Risk Retention Group

Insured
Transportation General, LLC
5804 Oporto-Madrid Blvd.
Birmingham, AL 35210

Company
B
Company
C
Company
D

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owner's & Contractor's Protective				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos	PG 1180 08	10/29/08	10/29/09	COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	 \$1,950,000**
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				ALTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				EACH OCCURRENCE AGGREGATE	
	WORKERS' COMPENSATION & EMPLOYERS LIABILITY Proprietor/Partners/Executive Officers are: <input type="checkbox"/> Included <input type="checkbox"/> Excluded				WORKERS' COMP EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	
	OTHER ** \$1,950,000 excess of a \$50,000 retained limit, per accident. The Certificate Holder is an additional insured on the above policy, but only as respects the operations of the Named Insured.					

DESCRIPTION OF OPERATIONS - LOCATIONS - VEHICLES - SPECIAL ITEMS

CERTIFICATE HOLDER

ClasTran
P.O. Box 10386
Birmingham, AL 35202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

Authorized Representative

Bryan W. Barger