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CHARLES J. STREIFF
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HENRY M. WICK, JR.
(1921 - 2007)
CARL F. MEYER
(1929 - 2009)

July 9, 2015

Re: Vauxco Limousines, LLC - Corporate Sedan Service, LLC -
Transfer Application - Group and Party Rights
Our File 6828.003

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

Dear Secretary Chiavetta:

Please find enclosed for filing with the Commission on behalf of our client, Vauxco Limousines, LLC ("Transferee"), the signed original of Application for Approval of Transfer and Exercise of Common Carrier Rights ("Transfer Application"). As set forth in the Transfer Application, Transferee seeks the Commission's approval to acquire and have transferred to it the Group and Party rights issued to Corporate Sedan Service, LLC by Order adopted on June 18, 2009 and entered on June 19, 2009 at Docket No. A-0012~~X~~1043, along with certain other assets. Attached to the Application as Supplement 12 a(1) is the Asset Acquisition Agreement, which sets forth the agreed upon terms involved in this transaction.

We are also enclosing our Firm's Check No. 16721 in the amount of \$350.00 payable to the Commonwealth of Pennsylvania for the filing fee for this Transfer Application. If any additional information is needed to process the Transfer Application, please advise me.

I would like to bring to the Commission's attention that, by letter dated June 10, 2015, I forwarded to the Commission a Transfer Application which requested that all of the operating rights issued to Corporate Sedan Service, LLC be transferred to Vauxco Limousines, LLC. The Commission's staff has advised me that, since Corporate Sedan Service holds two different classes of operating rights (Limousine rights and Group and Party rights), a second Transfer Application would have to be filed. We have advised the Commission's staff that the first Transfer Application, which is currently on file with the Commission, should be amended so that the only operating authority to be transferred by that Application is the Limousine operating

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Rosemary Chiavetta, Secretary

July 9, 2015

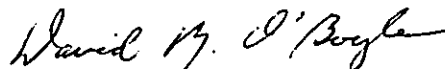
Page 2

rights issued to Corporate Sedan Service. The enclosed second Transfer Application is for purposes of transferring to Vauxco Limousines the Group and Party rights of Corporate Sedan Service. If there are any questions concerning this matter, or if anything further is required in connection with this matter, please advise me.

Please acknowledge receipt and filing of the enclosed by date-stamping the enclosed duplicate copy of this letter of transmittal and return it in the self-addressed, stamped envelope which is provided. Thank you for your cooperation and assistance.

Very truly yours,

WICK, STREIFF, MEYER,
O'BOYLE & SZELIGO, P.C.



David M. O'Boyle

DOB/rms

Enclosures

cc: Vauxco Limousines, LLC (w/encls.)

Corporate Sedan Service, LLC (w/encls.)

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Vauxco Limousines, LLC.
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

as a common carrier, described at Docket No. A-001241043 issued
to Corporate Sedan Service, LLC.
(common - contract)

(Transferor - Seller)

for transportation of persons.
(persons - household goods)

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SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Vauxco Limousines, 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. 3731 Bakerstown Road
(Business Street Address) (P. O. Box, If Any)

Gibsonia Allegheny PA 15044 (412) 977-4849
(City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (for this application) is: David M. O'Boyle, Esquire, Wick, Streiff, Meyer,
O'Boyle & Szeligo, P.C., 1450 Two Chatham Center, 112 Washington Place, Pittsburgh, PA 15219.
(412) 765-1600

(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: David M. O'Boyle, Esq., 1450 Two Chatham Center, 112 Washington Place, Pittsburgh, PA 15219

(Name)

(Address)

Transferor: Stephen J. Malik, Jr., Corporate Sedan Service, LLC, 660 Means Ave., 2nd Fl., Pittsburgh, PA 15202

(Name)

(Address)

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

A-6410933 and operates as a common carrier.

(common or contract)

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

No. 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 February 19, 2009 (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. See Supplement to Section 12(b)(2).

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. (N/A)

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. (See Supplement to Section 12a (3))

11. The reason for the transfer is that Transferor is no longer interested in conducting for-hire motor carrier operations in transporting passengers.

12a. The following must be attached:

- Sales Agreement (See Supplement to Section 12a (1))
- List of equipment to be used to render service. (Summarized by type)
(See Supplement to Section 12a (2))
- Operating authority to be transferred/retained. (See Supplement to Section 12a (3))
- Statement of Financial Position (See Supplement to Section 12a (4))
- Statement of unpaid business debts of transferor and how they will be satisfied.
(See Supplement to Section 12a (5))
- Statement of Safety Program. (See Supplement to Section 12a (6))
- Statement of transferee's experience. (See Supplement to Section 12a (7))

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

- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
See Supplement to Section 12b (1)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- Statement of Corporate charter purpose. (Corporations only)
(See Supplement to Section 12b (2))

List of Corporate officers and stockholders. (Corporations only)
(See Supplement to Section 12b (3))

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

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render
the service which is to be transferred until this application is approved, whereupon transferor will
surrender said certificate or permit for cancellation.

14. Transferee agrees to assume and pay any General Assessments that may be made against transferor
as a common carrier for any and all operating periods up to the actual date of the transfer.

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

Transferee sign here: Theodore R. Vaux July 1, 2015
(Each Partner Must Sign) (Date)
Theodore R. Vaux

(Corporate Seal) _____

Transferor sign here: _____
Stephen J. Malik, Jr.

(Corporate Seal) _____

List of Corporate officers and stockholders. (Corporations only)
(See Supplement to Section 12b (3))

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

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

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

Transferee sign here: _____

(Each Partner Must Sign)
Theodore R. Vaux

(Date)

(Corporate Seal) _____

Transferor sign here: _____


Stephen J. Malik, Jr.

(Corporate Seal) _____

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APPLICATION VERIFICATION

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

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

TRANSFEROR (SELLER) Corporate Sedan Service, LLC

Stephen J. Malik, Jr. [Signature] 7/8/15
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER) Vauxco Limousines, LLC

Theodore R. Vaux
(Print Name) (Signature) (Date)

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

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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) Corporate Sedan Service, LLC

Stephen J. Malik, Jr.

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER) Vauxco Limousines, LLC

Theodore R. Vaux *Theodore R. Vaux* July 1, 2015
(Print Name) (Signature) (Date)

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

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Supplement to Section 12a (1)

Application of Vauxco Limousines, LLC -

Transfer PUC Operating Rights -

Corporate Sedan Service, LLC

Asset Acquisition Agreement

Attached hereto is a copy of the Asset Acquisition Agreement between Transferor, Corporate Sedan Service, LLC, and Transferee, Vauxco Limousines, LLC.

ASSET ACQUISITION AGREEMENT

This Asset Acquisition Agreement (hereinafter referred to as "Agreement") is made this 9th day of June, 2015, between and among Vauxco Limousines, LLC (hereinafter referred to as "BUYER"), a Pennsylvania limited liability company with its principal business located at 3731 Bakerstown Road, Gibsonia, PA 15044; Corporate Sedan Service, LLC (hereinafter referred to as "SELLER"), a Pennsylvania limited liability company with its principal place of business located at 660 Means Avenue, 2nd Floor, Pittsburgh, PA 15202; and Stephen J. Malik, Jr., an individual residing in Pittsburgh, Pennsylvania (hereinafter referred to as "Mr. Malik"). (SELLER, BUYER and Mr. Malik are collectively referred to herein as "the Parties" and separately as "Party".)

I. PREMISES

A. SELLER is a for-hire passenger motor carrier and holds a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission (hereinafter referred to as "PUC") at Docket No. A-00121043 and all folders and amendments thereto.

B. BUYER holds limousine operating authority from the PUC at Docket No. A-6410933.

C. SELLER has agreed to sell, and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests and other claims, all of SELLER's PUC operating rights which are set forth in Exhibit "A" attached hereto, and certain other assets, which are set forth in Exhibit "B" ("Other Assets").

D. SELLER has agreed to transfer and assign to BUYER all of SELLER's right, title and interest in SELLER's name, Corporate Sedan Service, LLC, along with all of the good will associated with SELLER's name.

E. SELLER has agreed to transfer and assign to BUYER all of SELLER's tangible assets involved in the day-to-day operations of SELLER including customer lists, operational files, equipment and general supplies on hand so that BUYER may take over providing for-hire service

to SELLER's customers.

F. SELLER has agreed to transfer and assign to BUYER the business telephone number for SELLER, which is (412) 761-4909. SELLER will cooperate in having all calls to that telephone number forwarded to a telephone number designated by BUYER.

G. SELLER, BUYER and Mr. Malik have agreed to the Non-Competition Agreement, which is attached hereto as Exhibit "C", and which the Parties shall sign upon the PUC approving the transfer of the Operating Rights and Other Assets.

H. The transaction involving the sale of the Operating Rights will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute the application to secure the PUC's approval of the transfer of the Operating Rights. During the period that the application to transfer the Operating Rights is pending, SELLER will continue to provide the same level of common carrier service that it is currently providing.

I. BUYER, SELLER and Mr. Malik are entering into this Agreement for the purpose of setting forth the terms and conditions of this acquisition transaction.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises contained in this Agreement, the Parties agree, represent and warrant as follows:

I. PURCHASE AND SALE OF ASSETS.

1.1. Subject to the terms and conditions of this Agreement, BUYER hereby agrees to purchase, and SELLER hereby agrees to sell, free and clear of all liens, encumbrances, security interests and other claims, all of the PUC Operating Rights issued to SELLER at Docket No. A-00121043, and all of the Other Assets listed on Exhibit "B", which is attached hereto and incorporated herein by reference. The purchase price for SELLER's assets are as follows:

PUC Operating Rights - Ten Thousand (\$10,000.00) Dollars; Four (4) motor vehicles - Sixty Five Thousand (\$65,000.00) Dollars; Non-Competition Agreement - Five Thousand (\$5,000.00) Dollars all other tangible and intangible assets - One Hundred Thirty Five Thousand (\$135,000.00) Dollars.

1.2. Subject to the terms of this Agreement, SELLER hereby agrees to sell, transfer and assign to BUYER all of its right, title and interest in SELLER's name, Corporate Sedan Service, LLC, along with all of the good will associated with SELLER's name. In addition, SELLER has agreed to enter into the Non-Competition Agreement, which is attached hereto as Exhibit "C" and incorporated herein by reference.

2. **PRICE AND PAYMENT.** BUYER will pay to SELLER for the Operating Rights and Other Assets the total sum of Two Hundred Fifteen Thousand (\$215,000.00) Dollars (hereinafter "Purchase Price"), which sum shall be paid as follows:

2.1. A down payment on the Purchase Price of One Thousand (1,000.00) Dollars (hereinafter "Down Payment") shall be paid to SELLER upon this Agreement being presented to and signed by SELLER and Mr. Malik. BUYER's attorney shall hold the Down Payment in escrow without interest until Closing. In the event that the transfer of the Operating Rights is denied for any reason or reasons which are beyond the control of BUYER, the Down Payment shall be promptly returned to BUYER, subject to the right of any Party to appeal the denial.

2.2. Upon approval of the PUC Transfer Application, BUYER will pay to SELLER at Closing an additional sum of Nineteen Thousand (\$19,000.00) Dollars so that SELLER shall have received Twenty Thousand (\$20,000.00) Dollars of the Purchase Price as of the date of Closing.

2.3. Upon approval of the PUC Transfer Application, the balance of the Purchase Price of \$195,000.00 shall be due and payable to SELLER in monthly installments of three Thousand (\$3,000.00) Dollars each over a sixty-five (65) month period of time.

2.4. Upon approval of the PUC Transfer Application, the Parties shall enter into a Non-

Competition Agreement, a copy of which is attached hereto as Exhibit "C".

3. **ASSUMPTION OF LIABILITIES.** This Agreement involves the purchase of the Operating Rights and Other Assets by BUYER from SELLER. Accordingly, BUYER does not assume any claims, debts, judgments or other liabilities or obligations of SELLER by reason of this Agreement, except for those which are specifically itemized and set forth in Exhibit "D" which is attached hereto and incorporated herein by reference. SELLER is retaining all of its right to collect any and all of SELLER's account receivables.

4. **TERM LIFE INSURANCE POLICY.** As part of the consideration for SELLER entering into this Agreement, BUYER agrees that, upon the PUC's approval of this transaction, BUYER shall arrange for a term life insurance policy to be issued on the life of BUYER's sole Member, Theodore R. Vaux, in the amount of Two Hundred Thousand (\$200,000.00) Dollars ("Policy"). SELLER shall be named as the beneficiary on that policy. The Policy shall be for a term of five (5) years or until the balance of the purchase price is paid in full. SELLER shall be named as the beneficiary of the Policy, subject to the conditions set forth below. In the event that Theodore R. Vaux passes away before the purchase price for SELLER's assets are paid in full, the Policy on his life shall be for the purpose of creating sufficient cash to fund immediate payment in full of any remaining balance owed on the purchase price. It is agreed and understood that any insurance proceeds which exceed the remaining balance owed on the purchase price for the Operating Rights and Other Assets shall belong to and be paid to the person or persons designated in a writing signed by Theodore R. Vaux, provided that said written designation is given to SELLER. In the event that no such written designation is received by SELLER, any life insurance proceeds exceeding any balance owed on the purchase price due SELLER shall be paid to the Estate of Theodore R. Vaux.

5. **APPLICATION FOR APPROVAL.**

5.1. The Parties acknowledge and agree that the transaction involving the sale and

transfer of the Operating Rights will require the prior approval of the PUC and that the transaction involving the Operating Rights may not be consummated until final approval is secured from the PUC. Within twenty (20) days after the execution of this Agreement, BUYER and SELLER will promptly file with the PUC a transfer application to transfer SELLER's Operating Rights (herein referred to as "Transfer Application").

5.2. BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the Transfer Application. BUYER and SELLER agree to join in and execute the Transfer Application and any other required documents, subject to the approval of their respective counsel.

5.3. BUYER and SELLER will supply such information as may be required, attend hearings, present testimony, and otherwise cooperate to the end that the PUC's approval of this transaction may be secured.

5.4. BUYER shall pay all filing fees with respect to prosecution of the Transfer Application. Each party shall pay for all of its own costs and expenses in connection with this transaction, including, but not limited to, attorneys' fees.

6. APPROVAL OF APPLICATION SUBJECT TO RESTRICTIONS. It is the intention of the parties that BUYER will purchase all of the Operating Rights of SELLER as set forth in Exhibit "A".

In the event the PUC, by its final Order, should approve the Transfer Application subject to conditions which restrict, delete or cancel any of the Operating Rights to be transferred as set forth in Exhibit "A." or limit their use by BUYER in any way, BUYER shall have the option to declare this Agreement null and void and terminate the Agreement by giving SELLER written notice of its intention to do so within 20 days after the service date of any such PUC Order. In such event, BUYER shall be entitled to the prompt refund of all monies paid to SELLER under this Agreement, including a refund of the Down Payment. However, the terms and conditions of this Paragraph 5

shall be subject to the appeal provisions which are set forth in Paragraph 7 of this Agreement.

7. **DENIAL OF THE APPLICATION.** In the event the PUC, by its final Order, should deny approval of the Transfer Application, or dismiss the Transfer Application, due to the fault of BUYER in failing to prosecute the Transfer Application in compliance with the Commission's regulations or Order(s), BUYER shall be in breach of this Agreement, and SELLER shall be entitled to retain as liquidated damages the Down Payment. In such event, the Parties shall have no further rights or obligations under this Agreement. However, in the event the PUC, by its final Order, should deny approval of the Transfer Application, or dismiss the Transfer Application, for reasons other than the failure of BUYER to prosecute the Transfer Applications as set forth above, this Agreement shall be null and void, and BUYER shall be entitled to the prompt refund of the Down Payment. In such event, the Parties shall have no further rights or obligations under this Agreement. However, the terms and conditions of this Paragraph 6 shall be subject to the appeal provisions which are set forth in Paragraph 7 of this Agreement.

8. **APPEAL.**

8.1. In the event the PUC, by its final Order, should deny the Transfer Application, or if the PUC grants the Transfer Application subject to restrictive conditions which are not satisfactory to BUYER, either BUYER or SELLER may seek judicial review of the PUC's Order. In such event, if the final Order of the PUC denying the Transfer Application is approved by an Order of Court, which is either final and not appealable or is not appealed in a timely manner, BUYER may exercise its rights to terminate this Agreement within twenty (20) days after the service of the Order. The Party electing to seek judicial review shall pay all expenses incurred in connection with the appeal, excluding the counsel fees of the other Parties. In the event that a Party elects to seek judicial review, the termination provisions set forth in Paragraphs 6 and 7 of this Agreement shall not become effective until the exhaustion of all such remedies.

8.2. For the purposes of this Agreement, the terms "final Order" shall be defined as an Order of the PUC issuing a final decision on the Transfer Application or, in the case of denial of the Transfer Application, upon the expiration of the period permitted by the PUC's Rules of Practice and Regulations or by the PUC's Order, whichever time period is greater, within which petitions for rehearing, reargument or reconsideration may be filed, or upon a denial of any such petitions, if filed; and in the case of approval of the Transfer Application, the effective date of the Order of approval, unless stayed by the PUC or by a Court of competent jurisdiction.

9. **SELLER'S REPRESENTATIONS AND WARRANTIES.** SELLER hereby represents and warrants as follows:

9.1. SELLER's *Operating Rights* have been duly issued by the PUC, that the *Operating Rights* are in full force and effect, and that on the Closing Date there will not be any liens, encumbrances, security interests or claims of any kind against the *Operating Rights* or Other Assets.

9.2. SELLER is properly incorporated and is in good standing with the Commonwealth of Pennsylvania, and SELLER has full power and authority to carry on its business in the places where SELLER operates.

9.3. SELLER has good and marketable title to the *Operating Rights* and Other Assets to be acquired in this transaction, free and clear of all title defects and objections, security interests, liens, charges and encumbrances of any nature, including without limitation, leases, chattel mortgages, conditional sales contracts, collateral, security arrangements and other title or interest retaining arrangements.

9.4. SELLER represents that the execution and delivery of this Agreement, consummation of the acquisition contemplated hereby, and compliance by the SELLER with the provisions hereof will not conflict with or result in a breach of any provision of any agreement, or constitute a default under any agreement, or result in the creation of any lien, security interest, charge or encumbrance

upon any of the Operating Rights and Other Assets of SELLER to be transferred and will not violate any order, writ, injunction, decree, statute, rule or regulation applicable to the SELLER.

9.5. SELLER is not involved in any proceedings by or against it in any court under the Federal Bankruptcy Code or any other insolvency or debtors' relief act, whether State or Federal, or for the appointment of a trustee, receiver, liquidator, assignee or other similar official.

9.6. SELLER and Mr. Malik hereby agree to continue to provide the same level of limousine service as SELLER is now providing to its customers and other members of the public during the period that the Transfer Application is pending before the PUC until the PUC approves the Transfer Application and a Certificate of Public Convenience is issued to BUYER.

9.7. SELLER and Mr. Malik agree that they shall not disclose to a third party or use for their own purposes any confidential or proprietary information concerning SELLER's operations, including, but not limited to, the names and addresses of SELLER's limousine customers.

9.8. SELLER represents that any and all taxes owed to the Commonwealth of Pennsylvania have been paid in full and, as of the date of Closing, shall have been paid in full. If any tax lien is filed against the Operating Rights or any of the Other Assets involved in this transaction, SELLER and Mr. Malik shall be jointly and severally liable for payment of any such tax lien and shall indemnify BUYER from any damages, liabilities, costs and expenses incurred as a result of any such tax liens, including, but not limited to, attorneys' fees in settling the tax liens claim.

10. **BUYER'S REPRESENTATIONS AND WARRANTIES.** BUYER hereby represents and warrants as follows:

10.1. BUYER is a limited liability company organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

10.2. All acts required to be taken by, or on the part of, BUYER to authorize the execution, delivery and performance of this Agreement have been duly and validly taken by BUYER. BUYER has full power, authority and legal right to enter into this Agreement to consummate the acquisition, which is the subject of this Agreement.

10.3. BUYER represents that the execution and delivery of this Agreement, consummation of the acquisition contemplated hereby, and compliance by BUYER with the provisions hereof will not conflict with or result in a breach of any provision of any agreement, or constitute a default under any agreement, will not result in the creation of any lien, security interest, charge or encumbrance upon any of the assets of the BUYER, and will not violate any order, writ, injunction, decree, statute, rule or regulation applicable to the BUYER.

11. **SURVIVAL OF WARRANTIES.** All covenants, representations and warranties made by SELLER and BUYER in this Agreement or pursuant hereto shall survive the Closing of the transaction involved herein. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by and against, the respective successors and assigns of BUYER and SELLER.

12. **PUC ASSESSMENT.** SELLER warrants that all general assessments heretofore issued to SELLER or that may be issued to SELLER pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code applicable to any and all operating periods during which SELLER has the sole right to manage its business, up to the final Closing Date, will be the responsibility of SELLER. In the event that the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the Transfer Application, SELLER agrees to promptly pay such assessments. If SELLER fails to pay such assessments, BUYER may elect to pay the assessments and deduct the sum from the balance of the Purchase Price owed to SELLER at Closing.

13. **REMEDIES UPON DEFAULT.**

13.1. In the event that a Party fails to comply with any material and substantial provision

of this Agreement, the non-breaching Party shall have the right to notify the breaching party and, if the breach is not remedied within twenty (20) days, the non-breaching Party shall be entitled to terminate the Agreement and/or pursue any and all legal and equitable remedies to which the non-breaching Party may be entitled.

13.2. Upon breach of this Agreement by BUYER, SELLER shall have the option of electing to receive payment of the Escrow Funds as liquidated damages for BUYER's breach.

13.3. Seller acknowledges that the remedy of law for any breach or threatened breach of any of the provisions of this Agreement shall be inadequate. Accordingly, Seller covenants and agrees that Buyer, in addition to any other rights or remedies which it may have, shall be entitled to equitable and injunctive relief from any Court of competent jurisdiction to restrain Seller from any violation or threatened violation of this Agreement. Such right to obtain injunctive relief may be exercised, at the option of Buyer, concurrently with, prior to, after, or in lieu of the exercise of any other rights or remedies which Buyer may have as a result of any such breach or threatened breach of this Agreement.

14. **NEGOTIATED TERMS.** The terms of this Agreement are the subject of negotiation between and among the Parties, and the Parties intend and agree that, in the event of dispute, the terms and conditions of this Agreement should be construed and interpreted without regard to which Party drafted and prepared this Agreement.

15. **TAXES.** Seller shall be responsible for paying all income taxes or other governmental taxes and fees with respect to the sale of the assets involved in this transaction. Buyer and Seller shall file all required returns related to such taxes and fees. Buyer shall not be responsible for any taxes or governmental fees of any nature imposed upon Seller or for which Seller is responsible.

16. **NO RIGHT OF ASSIGNMENT.** A Party shall not have the right to assign this Agreement, or any obligations or rights under this Agreement, to any third party without securing the prior

written approval of the other Parties to this Agreement.

17. **RIGHTS OF SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors in interest, assigns and legal representatives.

18. **CLOSING.** This transaction will be consummated on the Closing Date, which shall be the day selected by agreement of the Parties within a period of thirty (30) days after the effective date of the Order of the PUC approving the Transfer Application, or the thirtieth (30th) such day if no other day is selected. Closing shall be held at a time and place mutually convenient to the Parties. At Closing, Seller shall tender to BUYER a signed Bill of Sale confirming receipt of the amount due at Closing as partial payment for the Operating Rights and Other Assets.

19. **NOTICES.** Any notices, demands or other communications delivered or tendered under this Agreement shall be in writing and shall be sufficient if sent by registered or certified mail, with return receipt requested, to the parties at the addresses shown below:

SELLER: Stephen J. Malik, Jr.
Corporate Sedan Service, LLC
660 Means Ave., 2nd Fl.
Pittsburgh, PA 15202

BUYER: Theodore R. Vaux
Vauxco Limousines, LLC
3731 Bakerstown Rd.
Gibsonia, PA 15044

A copy of any communication to a Party shall also be mailed to a Party's attorney who is representing the Party. All communications from SELLER to BUYER shall be sent to BUYER's attorney, David M. O'Boyle, Esquire, Wick, Streiff, Meyer, O'Boyle & Szeligo, P.C., 1450 Two Chatham Center, 112 Washington Place, Pittsburgh, PA 15219-3455.

20. **CONSTRUCTION.** This Agreement shall be construed in accordance of the laws of the Commonwealth of Pennsylvania.

21. **ENTIRE AGREEMENT AND CHANGES TO AGREEMENT.** This Agreement contains the entire understanding of the Parties, and this Agreement supersedes any prior negotiations,

understandings and agreements between and/or among the Parties. This Agreement cannot be changed orally, and any changes to this Agreement must be in writing and signed by both Parties.

22. **PARAGRAPH HEADINGS.** The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement nor a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

IN WITNESS WHEREOF, SELLER, BUYER, and Mr. Malik, intending to be legally bound hereby, have executed this Asset Acquisition Agreement as of the day and year first above written.

SELLER: Corporate Sedan Service, LLC

By: 

Stephen J. Malik, Jr., President

BUYER: Vauxco Limousines, LLC

By: 

Theodore R. Vaux, President

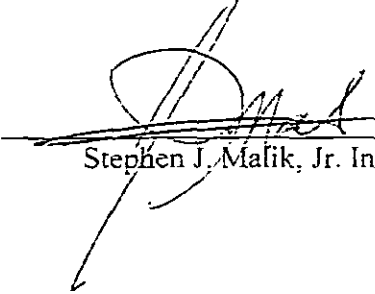

Stephen J. Malik, Jr. Individually

Exhibit "A"
To
Asset Acquisition Agreement
PUC Operating Rights
Of
Corporate Sedan Service, LLC

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held January 13, 2005

Commissioners Present:

Wendell F. Holland, Chairman
Robert K. Bloom, Vice-Chairman
Glen R. Thomas
Kim Pizzingrilli

Application of Corporate Sedan Service, LLC, to transport persons in limousine service, between points in Pennsylvania, and between points in Allegheny County, subject to the same limitations and conditions, which is a transfer of the rights held at A-00117559 by Stephen J. Malik, Sr., t/d/b/a Corporate Sedan Service.

A-00121043

Wick, Streif, Meyer, O'Boyle & Szeligo, P. C. by David M. O'Boyle for applicant

ORDER

BY THE COMMISSION:

This matter comes before the Commission on an application filed July 19, 2004. Public notice of the application was given in the Pennsylvania Bulletin of September 11, 2004. No protests were filed. The unopposed application is certified to the Commission for its decision without oral hearing.

DISCUSSION AND FINDINGS:

The applicant has submitted a balance sheet dated July 14, 2004, showing the current assets of \$40,000.00, total assets of \$90,000.00, and total liabilities of \$47,949.00, leaving a net worth of \$42,051.00.

Stephen J. Malik, Jr., is the sole owner of the applicant and is also the son of the transferor. He has been actively involved in his father's business.

The applicant owns five (5) Cadillac Devilles which are to be used to provide service. They range in age from 2004 to 1998. The applicant submitted a vehicle list with his application. The list includes make, model, year, mileage, and vehicle identification number.

Operations will be conducted from 660 Means Avenue, 2nd Floor, Pittsburgh, Allegheny County, PA 15202. The office has a telephone line which is answered 24 hours a day and a fax machine with a toll free number. The office telephone rolls over to Mr. Malik's cell phone if it is not answered. Applicant is also connected to internet for customer convenience.

After complete review of the record, we find:

1. The applicant has the equipment, experience and financial fitness to provide the proposed service.
2. Approval of the unopposed application is necessary for the accommodation and convenience of the public; **THEREFORE,**

IT IS ORDERED: That the unopposed application be and is hereby approved granting the following right:

To transport persons in limousine service, between points in Pennsylvania, including Allegheny County.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the applicant, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That the applicant shall not provide any service granted in this order until the following is submitted to the Commission:

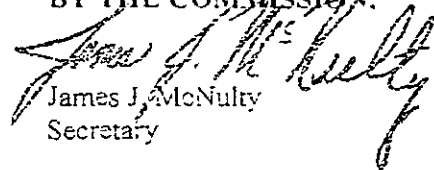
1. Form E evidence of Bodily Injury and Property Damage Liability Insurance.
2. A tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That upon compliance with the requirements herein before set forth, a certificate shall issue evidencing the Commission's approval of the right to operate as above determined.

IT IS FURTHER ORDERED: That upon compliance the right granted to Stephen J. Malik, Sr., t/a Corporate Sedan Service at A-00117559 be and is hereby canceled.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

BY THE COMMISSION.


James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: January 13, 2005

ORDER ENTERED: JAN 21 2005

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held June 18, 2009

Commissioners Present:

James H. Cawley, Chairman
Tyrone J. Christy, Vice Chairman
Kim Pizzigrilli
Wayne E. Gardner
Robert F. Powelson

Application of Corporate Sedan Service, LLC, a limited liability company of the Commonwealth of Pennsylvania, for the additional right to transport, as a common carrier, by motor vehicle, persons, in group and party service, in vehicles with a seating capacity of eleven (11) to fifteen (15) passengers, including the driver, between points in the counties of Armstrong, Beaver, Blair, Butler, Cambria, Centre, Crawford, Erie, Fayette, Indiana, Lawrence, Mercer, Somerset, Venango, Washington and Westmoreland, and from points in said counties and the county of Allegheny, to points in Pennsylvania and return.

A-00121043
A-2008-2031366

ORDER

BY THE COMMISSION:

This matter comes before the Commission on an application filed January 15, 2008. The application was published in the *Pennsylvania Bulletin* dated April 19, 2008, with protests due on or before May 5, 2008.

A Protest was filed on May 2, 2008, by Airport Limousine Service, Inc., t/d/b/a Embassy Coach ("Protestant"). A Restrictive Amendment and Stipulation of Withdrawal of the Protest was filed on November 13, 2008.

By correspondence dated January 16, 2009, Verified Statements in Support and a Verified Statement of Applicant were requested with a due date of February 17, 2009. By

correspondence dated February 11, 2009, Applicant, through its attorney, David M. O'Boyle, requested a 45-day extension in which to file the verified statements as the territory requested in the application consisted of 16 counties from which Applicant would have to obtain said statements. An extension was granted until April 3, 2009. On March 27, 2009, Applicant, through its attorney, requested an additional 15-day extension to April 20, 2009, in which to submit the verified statements. The extension was granted and the Verified Statement of Applicant and 23 Verified Statements in Support of the Application were received by the Commission on April 20, 2009.

DISCUSSION AND FINDINGS

Stephen J. Malik, Jr. purchased the limousine business from his father and was issued a Certificate of Public Convenience for said limousine business on April 7, 2005. He is the owner and sole member of Applicant. Prior to purchasing Applicant, Mr. Malik was involved in various aspects of the limousine operations formerly owned by his parents. He performed such duties as receiving customer calls for service, booking trips, chauffeuring and assisting with the management of the limousine business. Mr. Malik has been involved in the limousine industry for approximately 6 years. He has managed the day-to-day operations of the limousine business since 2005. He has firsthand experience in driving limousines and dealing directly with customers and providing them with service. He is involved with every aspect of the business, including hiring personnel, purchasing vehicles, arranging for maintenance and repair of vehicles, and compliance with PUC regulations, as well as other governmental requirements. In addition to his experience in the limousine industry, he has also held various positions, both as an employee and an independent contractor, in sales and marketing for beverage distributors throughout Pennsylvania and other states. This provided Mr. Malik with experience in dealing with, and understanding, what is important in conducting a business and making a profit.

Applicant operates out of an office located at 660 Means Avenue, 2nd Floor, Pittsburgh. This office is equipped with telephones, computer, copier and a facsimile machine. Business records and all records concerning Commission regulations are maintained and kept on file at the office. Business is provided to customers on a 24/7 basis.

Applicant has one full time administrative staff person who is in charge of receiving customer calls, dispatching drivers and handling other office duties.

Applicant presently utilizes five drivers, including Mr. Malik, to conduct its limousine operations. These same drivers will be utilized in the requested group and party 11-15 authority, if approved. Additional drivers will be employed as the business increases. Applicant employs drivers experienced in providing for-hire service to the public and who have a clean driving record. All drivers are over 25 years of age. Drivers are subject to a criminal background check. Though drivers are experienced when hired, they will still be required to go through a training session which includes reviewing company policies, being advised of the Applicant's high standards of conduct and the importance of practicing safe driving techniques, and reviewing a training and safety film. Drivers will be required to demonstrate skills and competency in operating an 11-15 passenger vehicle. Drivers are monitored on a regular basis in order to evaluate and assess both driving skills and quality of service provided to customers.

Applicant owns and will operate a 2007 Ford E-350 Van which has a seating capacity of 12 passengers, including the driver. As the group and party business grows, additional vehicles will be purchased.

Safety is a top priority for Applicant. It currently has in place a comprehensive safety program. This includes a preventative maintenance schedule for the servicing and inspection of vehicles. Between 3,000 and 5,000 miles, a vehicle will have its oil changed, brakes checked and tires rotated. Each vehicle is inspected on an annual basis. Drivers are required to perform a pre-trip inspection of the vehicle which includes checking the horn, lights, windshield wipers and tires. All vehicle inspections and routine maintenance is performed and documented by independent certified mechanics. All preventative maintenance and repair records are retained and kept on file.

The decal containing the Commission's phone number and website for reporting complaints will be posted in each vehicle. It is Applicant's policy, upon receipt of a complaint, to investigate the matter by contacting the customer and then discussing the matter with the driver, as well as with any other staff who may have information concerning the complaint. If it is determined that the complaint is valid, the matter will be reviewed and each person involved will be counseled on how to avoid a reoccurrence of the problem. When appropriate, correspondence will be sent advising the customer of any corrective measures taken.

The most recent financial data of Applicant is a balance sheet dated December 31, 2008, showing total assets of \$233,533.02, which includes cash in the amount of \$101,929.02; liabilities in the amount of \$138,846.42 and an owner's equity of \$94,686.60. Projected revenues of \$293,846.43 with projected expenses of \$231,895.74 will result in a net income of \$61,950.69.

Applicant possesses the technical expertise, experience, equipment, facilities, sufficient capital and other resources necessary to provide the proposed service, as amended. No negative compliance history was discovered for this Applicant.

Applicant currently has a Form E insurance filing on file with this Commission to cover its limousine authority.

Applicant works closely with its insurance carrier to be sure that, not only is evidence of the required insurance kept on file with the Commission at all times, but that affirmative steps are taken to review driving records and reported incidents which are the basis for determining if a driver needs retraining or special counseling to address any potential concerns.

Applicant will be required to file a new Form E insurance filing which covers its group and party 11-15 authority.

Applicant has insurance coverage for the vehicle which will be operated in connection with the proposed group and party service. Applicant is well aware of the cost of insurance premiums and has the financial resources to pay said premiums.

Applicant has a zero tolerance for drug or alcohol abuse. Driving records are reviewed annually. Also, Applicant's insurance carrier conducts a review each year of every driver's license to be sure that the driver is in good standing with PennDOT.

The application was protested by one Protestant. The protest was withdrawn with the filing of a Restrictive Amendment and Stipulation of Withdrawal of Protest, conditioned upon the Commission's acceptance of the Restrictive Amendment. The Restrictive Amendment limited the service territory requested by Applicant by removing Allegheny County. Applicant originally requested the service territory between points in the counties of Armstrong, Beaver, Blair, Butler, Cambria, Centre, Crawford, Erie, Fayette, Indiana, Lawrence, Mercer, Somerset, Venango, Washington and Westmoreland and from points in said counties and the county of Allegheny to points in Pennsylvania and return. The service territory, as a result of the Restrictive Amendment, now reads: between points in the counties of Armstrong, Beaver, Blair, Butler, Cambria, Centre, Crawford, Erie, Fayette, Indiana, Lawrence, Mercer, Somerset, Venango, Washington and Westmoreland and from points in said counties to points in Pennsylvania and return.

Applicant provided 23 Verified Statements in Support of its application, covering all counties in the requested service area.

Act 94 of 2004 transferred regulatory oversight of Philadelphia Medallion taxicabs and various other types of passenger carriers serving Philadelphia, from this Commission to the Philadelphia Parking Authority. Act 94 was effective on April 10, 2005. The Applicant has applied for authority, part of which now falls under the jurisdiction of the Philadelphia Parking Authority. The Commission does not have jurisdiction to approve that part of the Applicant's requested authority that includes service now regulated by the Philadelphia Parking Authority. Therefore, only the service regulated by the Commission is approved. The Applicant must apply with the Philadelphia Parking Authority to provide service:

1. from points in Philadelphia to any airport, railroad station or hotel located in whole or in part in Philadelphia, and
2. from any airport, railroad station or hotel located in whole or in part in Philadelphia.

Applicant is advised of its obligation to become familiar with the requirements of 52 Pa. Code as applicable to the operation of a motor carrier as authorized by this grant of authority. Failure to comply with all applicable requirements may subject the carrier to penalties, including fines, suspension of operating rights or cancellation of authority. Title 52 of the Pennsylvania Code may be accessed on the Word Wide Web at www.pacode.com.

After complete review of the record, we find:

1. Applicant seeks the additional right to provide group and party 11-15 service.

2. The application was protested by one Protestant and the protest was withdrawn as a result of a Restrictive Amendment.
3. Applicant is supported by 22 individuals and one business.
4. Applicant possesses the technical expertise, experience, equipment, facilities, sufficient capital and other resources necessary to provide the proposed service, as amended.
5. The evidence of record is sufficient to establish necessity for the service, as amended.
6. Approval of the application, as amended, is necessary for the accommodation and convenience of the public;
THEREFORE,

IT IS ORDERED:

That the application is hereby approved, as amended, granting the following right:

To transport, as a common carrier, by motor vehicle, persons in group and party service, in vehicles seating eleven (11) to fifteen (15) passengers, including the driver, between points in the counties of Armstrong, Beaver, Blair, Butler, Cambria, Centre, Crawford, Erie, Fayette, Indiana, Lawrence, Mercer, Somerset, Venango, Washington and Westmoreland, and from points in said counties to points in Pennsylvania, and return, excluding service that is under the jurisdiction of the Philadelphia Parking Authority.

IT IS FURTHER ORDERED: That the Applicant shall not engage in any transportation authorized by this Order until the Applicant has received a Certificate of Public Convenience from the Commission.

IT IS FURTHER ORDERED: That a Certificate of Public Convenience shall not be issued until the following are submitted to the Commission and approved by the Commission:

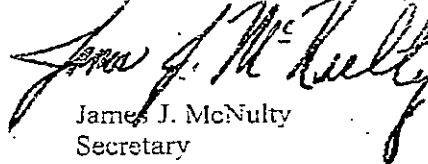
1. An updated Form E, as evidence of bodily injury and property damage liability insurance.
2. A tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the Applicant, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That upon compliance with the requirements hereinbefore set forth, a Certificate shall issue evidencing the Commission's approval of the right to operate as above determined.

IT IS FURTHER ORDERED: That in the event said Applicant has not, on or before sixty (60) days from the date of entry of this Order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

BY THE COMMISSION,


James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: June 18, 2009

ORDER ENTERED: June 19, 2009

Exhibit "B"

Other Assets

In addition to the purchase of the PUC Operating Rights issued to Corporate Sedan Service, LLC, SELLER is transferring to BUYER the following Other Assets:

1. Four (4) limousines which consist of the following:
 - A. 2011 Cadillac DTS
 - B. 2011 Cadillac DTS
 - C. 2007 Cadillac Escalade
 - D. Commtrans Van
2. The right to utilize the name Corporate Sedan Service, LLC and all good will associated with that name;
3. The telephone number, facsimile number and email for Corporate Sedan Service, LLC.
4. All tangible assets involved in the day-to-day operations of SELLER's for-hire, passenger motor carrier business, including any and all customer lists, operational files and general supplies used in conducting SELLER's passenger motor carrier business.

EXHIBIT "C"

NON-COMPETITION AGREEMENT

This Non-Competition Agreement ("Agreement") is made as of the _____ day of _____, 20____ between and among Vauxco Limousines, LLC (hereinafter referred to as "BUYER"), a Pennsylvania limited liability company with its principal place of business located at 3731 Bakerstown Road, Gibsonia, PA 15044; Corporate Sedan Service, LLC (hereinafter referred to as "SELLER"), a Pennsylvania limited liability company with its principal place of business located at 660 Means Avenue, 2nd Floor, Pittsburgh, PA 15202; and Stephen J. Malik, Jr., an individual residing in Pittsburgh, Pennsylvania (hereinafter referred to as "Mr. Malik"). (BUYER, SELLER and Mr. Malik are collectively referred to herein as "the Parties" and separately as "Party".)

WHEREAS, the Parties have entered into an Asset Acquisition Agreement whereby BUYER is purchasing certain assets of SELLER, including, but not limited to, all of the Pennsylvania intrastate operating rights issued to SELLER by the Pennsylvania Public Utility Commission at Docket No. A-00121043 ("Operating Rights").

WHEREAS, the Parties desire to enter into an arrangement which would restrict the right of SELLER and Mr. Malik to solicit customers of SELLER after the Closing on the sale of the assets and also to afford BUYER the right to match any good faith offer that Mr. Malik receives from a for-hire passenger carrier to provide service as a limousine driver or in any other capacity in the passenger transportation industry.

NOW THEREFORE, in consideration of payment of Five Thousand (\$5,000.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the parties covenant, promise and agree as follows:

1. The term of this Agreement shall be for a period of eighteen (18) months from the date that it is signed.
2. SELLER and Mr. Malik represent, covenant and warrant that, during the term of this Agreement, SELLER and Mr. Malik shall not, directly or indirectly, solicit the transportation business of any customers that SELLER has provided service to within the past two (2) years from the date of this Agreement for a period of eighteen (18) months from the Closing Date on the Asset Acquisition Agreement involving the Parties.

3. During the term of this Agreement, Mr. Malik represents that he will give BUYER the right and the opportunity to match any good-faith offer that Mr. Malik receives from any passenger motor carrier operating within the territory authorized by the Operating Rights to provide service as a limousine driver or to provide any other service within the passenger transportation industry. Mr. Malik shall give written notice to BUYER that he has received any such offer, and BUYER shall have five (5) business days after receipt of the notice to advise Mr. Malik that it is exercising his right to match the offer. Any written notices provided for herein must be either by fax with electric confirmation of receipt or by certified mail, return receipt requested.

4. SELLER and Mr. Malik, represent, covenant and warrant that, during the term of this Agreement, they will not authorize the use of the name or reputation of Corporate Sedan Service, LLC to any third party.

5. SELLER and Mr. Malik acknowledges that the remedy of law for any breach or threatened breach of any of the Non-Competition provisions of this Agreement shall be inadequate. Accordingly, SELLER and Mr. Malik covenant and agree that BUYER, in addition to any other rights or remedies which it may have, shall be entitled to equitable and injunctive relief from any Court of competent jurisdiction to restrain SELLER and Mr. Malik from any violation or threatened violation of this Agreement. Such right to obtain injunctive relief may be exercised, at the option of BUYER, concurrently with, prior to, or after the exercise of any other rights or remedies which BUYER may have as a result of any such breach or threatened breach of this Agreement.

6. Waiver by BUYER of a breach by SELLER of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

7. The terms and conditions of this Agreement set forth the complete understanding and agreement of the Parties concerning the subject matter contained herein.

8. This Agreement cannot be changed orally, and any changes to this Agreement must be in writing and signed by each of the Parties by their duly authorized representatives.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Non-Competition Agreement the day and year first above stated.

SELLER: Corporate Sedan Service, LLC

By: _____
Stephen J. Malik, Jr., President

BUYER: Vauxco Limousines, LLC

By: _____
Theodore R. Vaux, President

Stephen J. Malik, Jr. Individually

Exhibit "D"
To
Asset Acquisition Agreement

Liabilities of Corporate Sedan Service, LLC Assumed By Vauxco Limousines, LLC

The only liability of Seller which Buyer is assuming in this transaction is the obligation to pay for the remaining term of the one year contract for the advertisement of Corporate Sedan Service, LLC in the Yellow Book, which consists of Two Hundred Thirty-Five (\$235.00) Dollars per month for the period of January 1 through December 31, 2015. The remaining term of the Yellow Book contract which Buyer is agreeing to assume liability for shall be from the date of Closing on this transaction through December 31, 2015.

Supplement to Section 12a (2)

Application of Vauxco Limousines, LLC -

Transfer PUC Operating Rights -

Corporate Sedan Service, LLC

Transferee's Equipment List

Transferee is purchasing from Transferor and will use in its proposed operation the following four vehicles: 2011 Cadillac DTS, 2011 Cadillac DTS, 2007 Cadillac Escalade and Commtrans Van. In addition, Transferee currently owns and operates a 2010 Cadillac DTS which will also be used to render service if this Transfer Application is approved.

Supplement to Section 12a (3)
Application of Vauxco Limousines, LLC -
Transfer PUC Operating Rights -
Corporate Sedan Service, LLC
Operating Authority To Be Transferred

Attached as Supplement to Section 12a (1) is a copy of the agreement of sale captioned "Asset Acquisition Agreement". Attached to the Asset Acquisition Agreement as Exhibit "A" is a copy of the Orders issued by the Commission setting forth the operating rights of Transferor. By this Transfer Application, Transferee seeks to have transferred to it the Group and Party rights which were issued to Transferor pursuant to the Commission's Order that was adopted on June 18, 2009 and entered on June 19, 2009, granting the following authority:

To transport, as a common carrier, by motor vehicle, persons, in group and party service, in vehicles seating eleven (11) to fifteen (15) passengers, including the driver, between points in the counties of Armstrong, Beaver, Blair, Butler, Cambria, Centre, Crawford, Erie, Fayette, Indiana, Lawrence, Mercer, Somerset, Venango, Washington and Westmoreland, and from points in said counties to points in Pennsylvania, and return, excluding service that is under the jurisdiction of the Philadelphia Parking Authority.

By letter dated June 10, 2015, counsel for Transferee forwarded to the Commission for filing a Transfer Application which requested that all of Transferor's operating rights be transferred to Transferee, including both Transferor's Limousine rights and Transferor's Group and Party rights. Transferee is notifying the Commission that said pending Transfer Application should be amended so as to include the transfer only of the limousine operating rights issued to Transferor by Order adopted January 13, 2005 and entered on January 21, 2005.

If both Transfer Applications are approved, Transferor will not be retaining any operating authority.

Supplement to Section 12a (4)

Application of Vauxco Limousines, LLC -

Transfer PUC Operating Rights -

Corporate Sedan Service, LLC

Statement of Transferee's Financial Position

Attached hereto is a Balance Sheet setting forth Applicant's/Transferee's assets and liabilities.

VauxCo Limousines, LLC

Balance Sheet

as of 12/31/2014

Assets			
	2007	2014	
Current assets:			
Cash	-		28,700.00
Investments	-		-
Inventories	-		-
Accounts receivable	-		3,400.00
Pre-paid expenses	-		-
Other	-		-
Total current assets	-		32,100.00
Fixed assets:	2007	2014	
Property and equipment	-		147,000.00
Leasehold improvements	-		-
Equity and other investments	-		-
Less accumulated depreciation	-		-
Total fixed assets	-		147,000.00
Other assets:	2007	2014	
Goodwill	-		-
Total other assets	-		-
Total assets	-		179,100.00
Liabilities and owner's equity			
Current liabilities:	2007	2014	
Accounts payable	-		-
Accrued wages	-		-
Accrued compensation	-		-
Income taxes payable	-		-
Unearned revenue	-		-
Vehicles	-		12,700.00
Total current liabilities	-		12,700.00
Long-term liabilities:	2007	2014	
Mortgage payable	-		35,400.00
Total long-term liabilities	-		35,400.00
Owner's equity:	2007	2014	
Investment capital	-		-
Accumulated retained earnings	-		-
Total owner's equity	-		-
Total liabilities and owner's equity	-		48,100.00
Balance	-		131,000.00

Supplement to Section 12a (5)

Application of Vauxco Limousines, LLC -

Transfer PUC Operating Rights -

Corporate Sedan Service, LLC

Statement of Unpaid Business Debts

Any unpaid debts of Transferor will be paid from the proceeds of the sale of Transferor's assets which are involved in this Transfer Application. Any other debts arising from Transferor's passenger motor carrier operations shall be the responsibility of and be paid for by Transferor.

Supplement to Section 12a (6)

Application of Vauxco Limousines, LLC -

Transfer PUC Operating Rights -

Corporate Sedan Service, LLC

Statement of Transferee's Safety Program

VauxCo Limousines, LLC
3731 Bakerstown Road
Gibsonia, PA 15044

Office: 412-977-4849
vauxco@earthlink.net

Fax: 724-443-0938
www.blackcarusa.net

General Operating and Safety Programs:

Drivers: All drivers are given a background check before hiring. Background checks include criminal as well as the current checks that are required of educators working with underage people.

All drivers must hold a current active Pa. drivers license. Past driving records will be checked by the insurance company before any approvals are given to drive.

Alcohol and Drugs: Drivers are not permitted to use any alcohol or non prescription drugs at any time while driving a company vehicle. Random requests for testing will be made to secure and guarantee they follow the rules. Our policy is zero tolerance and any driver receiving any violation of this will be immediately terminated. Tests will be required after any accident, or if there is reasonable suspicion due to drivers conduct that would require it. Refusal to take any test will be cause for termination.

Vehicles: All vehicles go through an annual State Inspection as required. In addition, maintenance is performed daily in house and all vehicles go through an oil change and general mechanics review on a monthly basis. All vehicles follow the rules and guidelines of the PUC regarding age and mileage limitations.

Supplement to Section 12a (7)

Application of Vauxco Limousines, LLC -

Transfer PUC Operating Rights -

Corporate Sedan Service, LLC

Statement of Transferee's Experience

VauxCo Limousines, LLC
3731 Bakerstown Road
Gibsonia, PA 15044

Office: 412-977-4849
vauxco@earthlink.net

Fax: 724-443-0938
www.blackcarusa.net

Theodore R. Vaux

Business background and experience:

- 1977-1990 Managed and owned a retail operation know as The Athletic Attic. This was a retail franchise operation that include three stores, over 2 dozen employees, full and part time.
- 1977-2003 Owned and operated a Special Events Company called The Pittsburgh Runners Association. This business coordinated, operated, sponsored, and directed running races, triathlons, track and field meets.
This included a stint as President of the Three Rivers Association of USA Track and Field Technical Director for the 2000 Men's US Olympic Marathon Trials, and subsequent Pittsburgh Marathon.
- 1990-2005 Owned and operated a screen printing business. Sold in 2005
- 2000 – 2009 In 2000 I entered the transportation field as a part time driver for a local company. Gradually I learned the business from inside and outside.
In 2005 I started working for Corporate Sedan Service as a driver and internally in the office. During my employ with Corporate Sedan Service I was involved in coordinating drivers, daily trip scheduling, dispatching drivers, and outside sales and promotions.
This period of time prepared me to start my own company in 2009.
- 2009 – Present In June of 2009I started VauxCo Limosines. I've maintained myself as a single driver/ car operation. Since 2009 I've seen a consistent annual growth of 15-20 %.

Supplement to Section 12b (1)
Application of Vauxco Limousines, LLC -
Transfer PUC Operating Rights -
Corporate Sedan Service, LLC
Certificate of Organization

Attached is a copy of Transferee's Certificate of Organization, which indicates that on February 19, 2009, Transferee was organized to do business in Pennsylvania as a limited liability company.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

Vauxco Limousines, LLC

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 3863809

WICK STREIFF MEYER O'BOYLE & SZELIGO, P.C.
1450 TWO CHATHAM CENTER,
PGH, PA 152193427

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

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

Name		
David M. O'Boyle, Esquire		
Address		
1450 Two Chatham Center		
City	State	Zip Code
Pittsburgh	PA	15219

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

Fee: \$125

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):
Vauxco Limousines, 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
373 Bakerstown Road	Gibsonia	PA	15044	Allegheny
(b) Name of Commercial Registered Office Provider				County
No:				

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

Name	Address
Theodore S. Vaux	373 Bakerstown Road Gibsonia PA 15044

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



PA. DEPT. OF STATE

Supplement to Section 12b (2)

Application of Vauxco Limousines, LLC -

Transfer PUC Operating Rights -

Corporate Sedan Service, LLC

List of Transferee's Corporate Officers and Member

Theodore R. Vaux is the Sole Member and Sole Officer of Tranferee, Vauxco
Limousines, LLC.

neapost⁷
07/09/2015

US POSTAGE

FIRST-CLASS MAIL

\$02.96⁰



ZIP 15219
041L10227828

LAW OFFICES
WICK, STREIFF, MEYER, O'BOYLE & SZELIGO, P.C.
1450 TWO CHATHAM CENTER
PITTSBURGH, PA 15219-3455

TO:

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