

APPLICATION FOR APPROVAL OF TRANSFER OF CAPITAL STOCK

TRANSPORTATION COMMON CARRIER

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application for approval to transfer

100% all of the capital stock of
(all or part)

lockheart limousine line
(Name of Certificated Carrier)

held by Douglas Kaleugher
(Name of Seller)

to Derek R. Suehr
(Name of Buyer)

<u>PUC USE ONLY</u>	
Docket Number	_____
Folder Number	_____

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Lockheart Limousine DBA Shamrock Limousine
(Full and correct name of Certificated Carrier)

2. Docket number of Certificated Carrier is _____

3. Name of Seller(s): Douglas Kaleugher

3990 Patterson Rd
(Business Street Address)

Aliquippa PA 15001
(City) (State) (Zip)

(P.O. Box, if any)
724-375-3336
(Telephone)

Debrae@med-fast.com
E-mail Address

4. Seller's attorney for this application:

Strassburger, McKenna, Guthrie & Gefsky
4 Gateway Center St. 220 444 Liberty Ave pgh PA 15222
(Address) (Telephone)

5. Name of Buyer(s): Derek R. Suehr

4214 Campbells Run Rd.
(Business Street Address)

Pittsburgh PA 15205
(City) (State) (Zip)

(P.O. Box, if any)
412-279-9205
(Telephone)

tbailey@suehrcargoservices.com
(E-mail Address)

6. Buyer's attorney for this application:

Kulik Law Office

127 Lorish Rd Mclees Rocks pa 15136
(Address)

412-787-5422
(Telephone)

info@anitaastorinokulik.com
(E-mail Address)

7. Capital Stock of Certificated Carrier:

a) Number of authorized shares: 100

b) Par or stated value per share: 75,000.00

c) Number of shares outstanding: Ø

d) Shareholders:	Number of shares held:
<u>Douglas Kaleugher</u>	<u>1-100 percent</u>
_____	_____
_____	_____
_____	_____

e) Number of shares redeemed or held as treasury stock: _____

8. Stock Transaction:

Sellers	# Sold	Buyers	# Bought
<u>Douglas Kaleugher</u>	<u>100</u>	<u>Derek Suehr</u>	<u>100</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. If buyer and/or seller are in control of or affiliated with each other or with any other carrier, state name of carriers, docket numbers, and nature of control or affiliation:

Ø

10. Consideration for the transfer of capital stock is (if nominal, explain):

To transfer ownership

11. The consideration will be paid as follows:

75,000.00

12. The reasons for the proposed transfer are:


To transfer ownership to new operator.

13. The following **must** be attached to the completed application

- A statement containing a brief corporate history of the Certificated Carrier, the purpose for which it was created, a description of the service it furnishes to the public and a description of the territory in which it operates.
- Statements of Financial Condition (Income Statements and Balance Sheets) for **the Buyer and the Seller**.
- Sales Agreement (Bilateral)
- Verified Statement of Buyer
- If Buyer is corporate entity, complete list of officers and shareholders with shares.
- If Buyer is corporate entity, copy of corporation papers from PA Dept. of State.

WHEREFORE, Buyer and Seller request that the Commission approve the Application.

Buyer sign here: X



(Each Partner must sign)

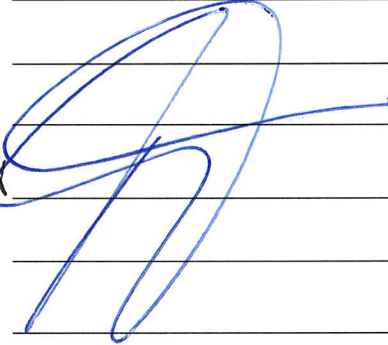
4-4-22

(Date)

(Corporate Seal)

(Date)

Seller sign here: X



(Date)

(Date)

4-4-22

(Date)

(Corporate Seal)

(Date)

(Date)

(Date)

THIS MUST BE COMPLETED BY A NOTARY PUBLIC
AFFIDAVIT OF BUYER (NATURAL PERSON)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

Beaver

County :

Derek R Suehr

, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his/her knowledge, information, and belief, and he/she expects to be able to prove the same at the hearing hereof.



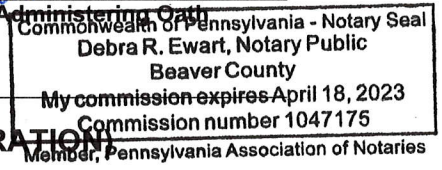
Signature of Affiant

Sworn and subscribed before me on this

4 day of April
2022 My Commission expires
4-18-23



Signature of Official Administering Oath



AFFIDAVIT OF CERTIFICATED CARRIER (CORPORATION)


COMMONWEALTH OF PENNSYLVANIA :

: SS:

County :

_____, being duly sworn (affirmed) according to law, deposes and says that he/she is _____ of _____
(Office of Affiant) (Name of Corporation)

that he/she is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his/her knowledge, information, and belief, and he/she expects the said _____
(Name of Corporation)
to be able to prove the same at the hearing hereof.



Signature of Affiant

Sworn and subscribed before me on this _____ day of _____

20____ My Commission expires _____

Signature of Official Administering Oath

**THIS MUST BE COMPLETED BY A NOTARY PUBLIC
AFFIDAVIT OF SELLER (NATURAL PERSON)**

COMMONWEALTH OF PENNSYLVANIA :

: SS:

Beaver County :

Douglas Kaleugher, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his/her knowledge, information, and belief, and he/she expects to be able to prove the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me on this
4 day of April
20 22 My Commission expires
4-18-23

Debra R. Ewart
Signature of Official Administering Oath

Commonwealth of Pennsylvania - Notary Seal
Debra R. Ewart, Notary Public
Beaver County
My commission expires April 18, 2023
Commission number 1047175
Member, Pennsylvania Association of Notaries

AFFIDAVIT OF BUYER/SELLER (CORPORATION)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

_____ County :

_____, being duly sworn (affirmed) according to law, deposes and says that he/she is _____ of

(Office of Affiant)

(Name of Corporation)

that he/she is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his/her knowledge, information, and belief, and he/she expects the said _____ to be able to prove

(Name of Corporation)

the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me on this
_____ day of _____
20 _____ My Commission expires

Signature of Official Administering Oath

Statement of Certificate Holder's Financial Position (Balance Sheet)
as of (date) 12-31-21
(Must be less than 6 months old)

ASSETS

Current Assets			
Cash		<u>14235.87</u>	
Accounts Receivable		<u>(12952.50)</u>	
Notes Receivable			
Other Current Assets (specify)			
Total Current Assets			<u>1283.37</u>
Tangible Assets			
Land			
Motor Vehicle Equipment		<u>1009396.59</u>	
Less: Accumulated Depreciation		<u>971766.06</u>	=
-			<u>37430.53</u>
Building and Structures			
Less: Accumulated Depreciation			=
-			
Office Equipment		<u>12245.45</u>	
Less: Accumulated Depreciation		<u>(12265.45)</u>	=
-			<u>0</u>
Investments and Funds (specify)			
Intangible Assets			<u>13000.00</u>
Other Assets (advances and idle equipment – specify)			
TOTAL ASSETS			<u>51913.90</u>

LIABILITIES

Current Liabilities (Due within one year of date)			
Accounts Payable		<u>5805.59</u>	
Notes Payable			
Equipment Obligations			
Other Liabilities (Attach schedule)			
Total Current Liabilities			<u>5805.59</u>
Long Term Liabilities (Due after one year of date)			
Accounts Payable		<u>29580.09</u>	
Notes Payable		<u>46000.00</u>	
Equipment Obligations			
Other Liabilities (Attach Schedule)			
Total Long-Term Liabilities			<u>75580.09</u>
TOTAL LIABILITIES			<u>81385.68</u>

NET WORTH (Partnerships and individuals, only)

OWNER'S EQUITY (Corporations only)

Capital Stock		<u>935679.65</u>	
Additional Paid-in Capital		<u>2837.64</u>	
Retained Earnings			
Less: Treasury Stock		<u>(967989.07)</u>	=
-			<u>(967989.07)</u>
Total Owner's Equity			<u>(29471.78)</u>
TOTAL LIABILITIES & OWNER'S EQUITY			<u>51913.90</u>

Statement of Certificate Holder's Income
Income Statement for the 12-month period ending 12-31-21

REVENUE and GAINS

Operating Revenue	296533.80
Net Revenue from non-carrier operations	_____
Dividend and interest revenues	_____
Other non-operating revenue	_____
Gains	_____
Total Revenue and Gains	296533.80

EXPENSES

Equipment Maintenance and Garage Expense	47956.67
Insurance Expense	67322.70
Employee Salaries	124213.11
Supervisory Salaries	-
Officer Salaries	-
Fuel Expense	26929.63
Purchased Transportation (Lease Expense)	-
Materials and Supplies Expense	16319.39
General Office Expense	21905.07
Advertising Expense	5400.94
Telephone Expense	1769.74
Accounting Expense	27319.16
Legal Expense	-
Uncollectible Revenue	-
Depreciation Expense	-
Amortization	-
Operating Taxes and Licenses	13914.75
Rent Expense	-
Loss	_____
Total Operating Expenses and Losses	353051.16

Net Income Before Taxes

Provision for Income Taxes	(56517.96)
Net Income (Loss)	2837.64

Statement of Stock Purchaser's Financial Position (Balance Sheet)
as of (date) 4-4-22

ASSETS

Current Assets

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

Tangible Assets

Land	_____	
Motor Vehicle Equipment	_____	
Less: Accumulated Depreciation	_____	=
-	_____	_____
Building and Structures	_____	
Less: Accumulated Depreciation	_____	=
-	_____	_____
Office Equipment	_____	
Less: Accumulated Depreciation	_____	=
-	_____	_____
Investments and Funds (specify)	_____	_____
Intangible Assets	_____	_____
Other Assets (advances and idle equipment – specify)	_____	_____
TOTAL ASSETS		_____

LIABILITIES

Current Liabilities (Due within one year of date)

Accounts Payable	_____	
Notes Payable	_____	
Equipment Obligations	_____	
Other Liabilities (Attach schedule)	_____	
Total Current Liabilities		_____

Long Term Liabilities (Due after one year of date)

Accounts Payable	_____	
Notes Payable	_____	
Equipment Obligations	_____	
Other Liabilities (Attach Schedule)	_____	
Total Long-Term Liabilities		_____
TOTAL LIABILITIES		_____

NET WORTH (Partnerships and individuals, only)

OWNER'S EQUITY (Corporations only)

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

TOTAL LIABILITIES & OWNER'S EQUITY

AS of today we have
0 Assets listed under
Lockheart limousine

**Statement of Stock Purchaser's Projected Income and Expenses
Projected Income and Expense Statement for the 12-month period ending**

12/2022

REVENUE and GAINS

Operating Revenue	296,533. ⁰⁰
Net Revenue from non-carrier operations	_____
Dividend and interest revenues	_____
Other non-operating revenue	_____
Gains	_____
Total Revenue and Gains	<u>296,533.⁰⁰</u>

EXPENSES

Equipment Maintenance and Garage Expense	47,956. ⁶⁷
Insurance Expense	67,322. ⁷⁰
Employee Salaries	124,213. ¹¹
Supervisory Salaries	_____
Officer Salaries	_____
Fuel Expense	269,291. ⁶³
Purchased Transportation (Lease Expense)	_____
Materials and Supplies Expense	16,319. ³⁹
General Office Expense	21,905. ⁰⁷
Advertising Expense	5,400. ⁹⁴
Telephone Expense	1769. ⁷⁴
Accounting Expense	27,319. ¹⁶
Legal Expense	_____
Uncollectible Revenue	_____
Depreciation Expense	_____
Amortization	_____
Operating Taxes and Licenses	13,914. ⁷⁵
Rent Expense	_____
Loss	_____
Total Operating Expenses and Losses	<u>353,051.¹⁶</u>

Net Income Before Taxes

Provision for Income Taxes	(56,517. ⁷⁶)
Net Income (Loss)	<u>283,714.⁰⁰</u>

VERIFIED STATEMENT OF STOCK PURCHASER

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE BUYER'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

Derek R. Suehr

Purchaser's Name

4214 Campbells Run Road Pittsburgh PA. 15205

Street Address

City or Municipality

State

Zip Code

The Verified Statement of the Buyer is more or less a business plan, or your proposal for providing the transportation service for which you are making application. Prior to deciding to purchase the stock, you likely gave much consideration to the manner in which you would operate the business in order that you could provide satisfactory service to your customers and so that you could make a reasonable profit. As part of the application process, you must provide the Commission with your proposal to provide the transportation service.

At minimum, the Verified Statement of the Buyer should include a discussion of the numbered items listed below and on the following pages. You are encouraged to provide as much information as possible about the particular subject as is necessary to fully explain your plan. If you fail to provide sufficient information about the subjects listed below, it may cause the review of your application to be delayed until you provide the necessary information. If you need more space to provide your explanation, please attach additional pages that list the appropriate item by number.

1. Identify the person making the Verified Statement on behalf of the buyer. If the buyer is an individual making the statement, this will be the same information as provided above. If the buyer is a corporate entity and an employee/officer of the buyer is making the statement, give name, title, business address and telephone number, and indicate that the buyer's directors/owners/partners/etc. have authorized the witness to speak for the business.

Self

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

none

3. Describe your business experience, particularly any experience relating to the operation of a transportation service. You may also include an explanation of education or training that you believe may be relevant.

See attached

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours.

See attached

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. **(Do not address drivers in your explanation about this item; drivers are addressed separately in item # 6).**

See attached

3. Created Judy's Team Inc in 2015 maintained and grew the business with upwards of 80 trips per day. Our trips are completed in a timely manner with excellent customer satisfaction. Holds a certification in Passenger assistance Safety and sensitivity as well as defensive driving.

4. Our facility is located at 4214 Campbells Run Road we have a secure parking garage that will house all vehicles. The garage is kept secured with keys kept in a separate secure area located in the main office. The property has 24-hour video monitoring in which the owner and office manager always have remote access to it. All records will be maintained per PUC guidelines. All records will be electronically maintained and under video surveillance. Customers can request transportation via our website, email, fax, or phone. We utilize an electronic dispatching system to fill out all requests. All vehicles are equipped with internal and external cameras. Open communication via cell phone will be always kept available. The business is open seven days a week and hours will vary based on customers needs.

5. Owner to oversee entire operation, receptionist, accounts receivable and scheduler. With this amount of employees we will be able to fulfill all aspects of the business.

6. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the geographical territory you will be serving. In addition, please explain:
- a) Your hiring standards for drivers;
 - b) Your driver training program;
 - c) Your system for ensuring that your drivers are properly licensed at all times;
 - d) Your policies regarding alcohol and drug use by your drivers.

See attached

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below.

17 vehicles is efficient due to the fact that the current company is running the 17 vehicles with no concern.

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VEHICLE ID #</u>	<u>MILEAGE</u>	<u>SEATING CAP.</u>

↑
Please see attached vehicle list

6. We plan to have 17 drivers to be able to cover each vehicle in the business. The drivers will shuttle clients to their requested destinations. We will run a background check, MVR initially and annually. All applicants are required to complete a drug test. Drivers upon hiring are educated on our zero-tolerance policy on drugs and alcohol. Any reported suspicions of a driver under any influence will be asked to leave work immediate and complete a drug/alcohol test. Any positive test will result in immediate termination. All drivers upon hiring will take a defensive driving and road safety test and complete PASS training. All drivers will be trained to complete pre and post trip inspections.

8. Describe your vehicle safety program. Please include the following in your explanation:
- a) Your periodic vehicle maintenance plan;
 - b) Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code & Chapter 175, requirements for vehicle inspections) that are applicable to the type of vehicles used in your business;
 - c) Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Sections 29.402 and 29.403. (A copy of these requirements is on a separate page.)

See Attached

9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.

Insurance is already obtained &
the premium is paid.

8. Our drivers will complete pre and post trip inspections each time a trip is done any concerns are immediately addressed. All our maintenance is completed in house and annual state inspections will be completed off site. All PUC requirements are printed and kept in a binder in the maintenance bay all staff are required to be knowledgeable of all requirements and responsible for adhering to the requirements.

Please describe your customer service standards. Within your description, please explain your intended customer complaint resolution procedure.

Staff and drivers are held to the highest standards when it comes to customer services. All complaints will go directly to the office manager and will be investigated, addressed and resolved.

Criminal Record. Have you been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution? YES _____


NO X

*If stock purchaser is a corporate entity, this question applies to all shareholders and corporate officers. In the event that the answer is yes for one of those individuals, a separate page identifying the individual and stating relevant information should be attached.

VERIFICATION OF STATEMENT

The undersigned deposes and says that he/she is the person who signed the Statement for the above-captioned applicant/application and that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.


(Signature)
Derek R. Suehr
(Name, printed or typed)

3/25/2022
(Date)

Lockheart Limousine, Inc

2003 Sheffield Road
Aliquippa, PA 15001

List of Shareholders

Douglas Kaleugher 100%

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "**Agreement**"), dated as of April 30, 2022, is entered into between DOUGLAS KALEUGHER, an individual residing at 2003 Sheffield Road, Aliquippa, PA 15001 (the "**Seller**"), and DEREK P. SUEHR, an individual residing at 5011 Windover Drive, Pittsburgh, PA 15205 (the "**Buyer**").

RECITALS

A. Seller owns [NUMBER] shares of common stock, par value [DOLLAR AMOUNT] (the "**Shares**"), of LOCKHEART LIMOUSINE, INC. d/b/a SHAMROCK LIMOUSINE, a Pennsylvania corporation (the "**Company**"); and

B. Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Shares, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale.

(a) Subject to the terms and conditions set forth herein, at the Closing (as defined in Section 2), Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to the Shares. The aggregate purchase price for the Shares shall be Eighty Thousand Dollars (the "**Purchase Price**").

(b) The Purchase Price shall be payable in cash at Closing (defined below);

2. Closing. Subject to the terms and conditions contained in this Agreement, the purchase and sale of the Shares contemplated hereby shall take place simultaneous to the execution of this Agreement, all at a closing (the "**Closing**") to be held on March 31, 2022 (the "**Closing Date**") at the offices of Strassburger McKenna Gutnick & Gefsky, Four Gateway Center, Suite 2200, 444 Liberty Avenue, Pittsburgh, PA 15222, or at such other place or on such other date as Buyer and Seller may mutually agree upon in writing, including by remote exchange of executed documents and wire transfer of funds.

(a) At the Closing, Seller shall deliver to Buyer (i) the Company's minute book or other records of corporate proceedings through the Closing Date; (ii) a stock certificate or certificates evidencing the Shares, free and clear of all Encumbrances (as defined herein), duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank; and (iii) resignation letters of Seller from all positions as director and officer and cancellation of any bank signature cards with his name, and

(b) Buyer shall deliver to Seller the Purchase Price by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer no later than two (2) Business Days before the Closing.

(c) Within ten (10) Business Days following the Closing, Seller shall pay off all loans on the vehicles owned by the Company.

3. Closing Conditions.

(a) The obligation of Seller to sell, transfer and assign the Shares to Buyer hereunder is subject to the satisfaction of the following conditions as of the Closing:

(i) the representations and warranties of Buyer in Section 5 hereof shall be true and correct on and as of the Closing Date with the same effect as though made at and as of such date;

(ii) Buyer shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(iii) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby; and

(b) The obligation of Buyer to purchase the Shares from Seller is subject to the satisfaction of the following conditions as of the Closing:

(i) the representations and warranties of Seller in Section 4 shall be true and correct on and as of the Closing Date with the same effect as though made at and as of such date;

(ii) Buyer shall have completed its due diligence investigation of the Company and not discovered any areas of material concern that cannot be remedied by Seller;

(iii) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby; and

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Seller is an individual resident of Pennsylvania. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

(b) Seller has obtained any necessary corporate approvals for the execution and delivery of this Agreement, the performance of his obligations hereunder, and the consummation

of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Buyer) constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms.

(c) The Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Seller, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind ("**Encumbrances**"). Upon consummation of the transactions contemplated by this Agreement, Buyer shall own the Shares, free and clear of all Encumbrances.

(d) The execution, delivery and performance by Seller of this Agreement do not conflict with, violate or result in the breach of, or create any Encumbrance on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which Seller or the Company is a party or is subject or by which the Shares are bound.

(e) No governmental, administrative or other third-party consents or approvals are required by or with respect to Seller or the Company in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(f) There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Seller, threatened against or by Seller or the Company that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(g) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

(h) All tax returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund) (collectively, "**Tax Returns**") required to be filed by the Company on or before the Closing Date have been timely and properly filed. Such Tax Returns are true, correct, and complete in all respects. All Taxes due and owing by the Company (whether or not shown on any Tax Return) have been timely paid. The term "**Taxes**" means all federal, state, local, foreign, and other income, gross receipts, sales, use, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, occupation, property (real or personal), real property gains, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

(i) Books and Records. The minute books and share record and transfer books of the Company, all of which are in the possession of the Company and have been made available to Buyer, are complete and correct.

5. Representation and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is an individual resident of Pennsylvania.

(b) Buyer has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and (assuming due execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(c) Buyer is acquiring the Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Shares are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

(d) No governmental, administrative or other third-party consents or approvals are required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(e) There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Buyer, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(f) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

6. Covenants, Acknowledgments and Obligations.

(a) Restrictive Covenants. For a period of two (2) years following the Closing Date, Seller shall not, (a) except as provided herein, engage, directly or indirectly, or assist others to engage, as employee, owner, officer, manager or consultant, in any business similar to or competitive with the business conducted by the Company in Beaver, Butler, Allegheny and Washington County, Pennsylvania, or (b) solicit any employee or customer of the Company for the purpose of inducing that employee to leave the Company's employ or that customer to cease or reduce the business done with the Company.

(b) Customer Deposits. Buyer acknowledges that all deposits previously received by Company for services following the Closing shall at all times be honored and with no obligation from Seller for reimbursement of payment.

(c) Final Distributions and Cash Balance. Buyer acknowledges that at no time is the cash in the bank accounts of the Company immediately prior to Closing the property of Buyer or the Company. Seller shall withdraw all cash balances and subsequently pay all accounts payable outstanding as of the Closing for expenses of the Company's operation through the Closing Date.

Seller shall cause all vehicle loans in the Company to be paid following Closing in accordance herewith and will close the bank accounts of the Company as soon as is practicable following the Closing. Buyer acknowledges that following the Closing, Buyer will need to obtain and open new bank accounts for the Company.

7. Tax Matters.

(a) Tax Covenants.

(i) Without the prior written consent of Buyer, Seller shall not, to the extent it may affect or relate to the Company: (i) make, change, or rescind any Tax election; (ii) amend any Tax Return; (iii) take any position on any Tax Return; or (iv) take any action, omit to take any action, or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of Buyer or the Company, in respect of any taxable period that begins after the Closing Date or, in respect of any taxable period that begins before and ends after the Closing Date (each such period, a “**Straddle Period**”), the portion of any Straddle Period beginning after the Closing Date.

(ii) All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

(iii) The Seller shall prepare (or cause to be prepared) in the ordinary course of business consistent with past practice (except as otherwise required by a change in applicable Law) and timely file (or cause to be timely filed) any Tax Return required to be filed by the Company prior to the Closing Date (taking into account extensions) (“**Post Signing Returns**”). The Seller shall consult with the Buyer with respect to all material Post-Signing Returns and deliver drafts of such Post-Signing Returns to the Buyer no later than ten Business Days prior to the date (including extensions) on which such Post-Signing Returns are required to be filed. The Seller shall also fully and timely pay all Taxes due and payable in respect of such Post Signing Returns that are so filed.

(b) With respect to any taxable periods (or portions thereof) ending on or before the Closing Date (the “**Pre-Closing Tax Periods**”), the Seller shall be responsible for all Taxes due in respect of such Tax Returns (“**Pre-Closing Taxes**”). The Buyer shall prepare (or cause to be prepared), and timely file, all Tax Returns of the Company required to be filed with any governmental authority after the Closing Date and shall pay (or cause to be paid) any Taxes due in respect of such Tax Returns. The Buyer shall notify the Seller of any amounts due from the Seller in respect of any Tax Return to be filed by Buyer after the Closing Date no later than ten Business Days prior to the date on which such Tax Return is due, and the Seller shall remit such payment to the Buyer no later than five Business Days prior to the date such Tax Return is due. In the case of Tax Returns that are filed with respect to a taxable period that ends on or prior to the Closing Date, the Buyer shall prepare such Tax Returns in a manner consistent with past practice, except as otherwise required by Law, and shall deliver any such Tax Return to the Seller for its review at least thirty (30) days prior to the date such Tax Return is required to be

filed. If the Seller disputes any item on any Tax Return prepared by Buyer, it shall notify the Buyer of such disputed item (or items) and the basis for its objection, and the Seller and the Buyer shall negotiate in good faith for fifteen (15) days following the Buyer's receipt of such notice to resolve such objections. If the Buyer and the Seller are unable to resolve all objections during such 15-day period, then any remaining disputes, and only such remaining disputes, shall be resolved by the accounting firm of Buyer (the "**Accounting Firm**"). The Accounting Firm shall be instructed to resolve any such remaining disputes in accordance with the terms of this Agreement within thirty (30) days after its appointment. The fees, costs and expenses of the Accounting Firm shall be divided equally between the Buyer, on the one hand, and the Seller, on the other hand.

(c) In the case of Tax Returns that are filed with respect to Straddle Periods, the Buyer shall prepare such Tax Return in a manner consistent with past practice, except as otherwise required by Law.

(d) Straddle Period. In the case of Taxes that are payable with respect to a Straddle Period, the portion of any such Taxes that are allocated to Pre-Closing Tax Periods for purposes of this Agreement shall be: (a) in the case of Taxes: (i) based upon, or related to, income, receipts, profits, wages, capital, or net worth; (ii) imposed in connection with the sale, transfer, or assignment of property; or (iii) required to be withheld, the amount of Taxes which would be payable if the taxable year ended with the Closing Date; and (b) in the case of other Taxes, the amount of such Taxes for the entire period multiplied by a fraction, the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

(e) Tax Indemnification. Seller shall indemnify the Company, Buyer, and each Buyer Indemnitee (as defined in Section 8) and hold them harmless from and against (a) any loss, damage, liability, deficiency, Action, judgment, interest, award, penalty, fine, cost or expense of whatever kind (collectively, including reasonable attorneys' fees and the cost of enforcing any right to indemnification under this Agreement, "**Losses**") attributable to any breach of or inaccuracy in any representation or warranty made in Section 4; (b) any Loss attributable to any breach or violation of, or failure to fully perform, any covenant, agreement, undertaking, or obligation in this Section 7; (c) all Taxes of the Company or relating to the business of the Company for all Pre-Closing Tax Periods; and (d) any and all Taxes of any Person imposed on the Company arising under the principles of transferee or successor liability or by contract, relating to an event or transaction occurring before the Closing Date. In each of the above cases, together with any out-of-pocket fees and expenses (including attorneys' and accountants' fees) incurred in connection therewith, Seller shall reimburse Buyer for any Taxes of the Company that are the responsibility of Seller pursuant to this Section 7(e) within ten Business Days after payment of such Taxes by Buyer or the Company.

(f) Cooperation and Exchange of Information. Seller and Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this Section 7 or in connection with any proceeding in respect of Taxes of the Company, including providing copies of relevant Tax Returns and accompanying documents. Each of Seller and Buyer shall retain all Tax Returns and other documents in its possession relating to Tax matters of the Company for any Pre-Closing Tax

Period (collectively, “**Tax Records**”) until the expiration of the statute of limitations of the taxable periods to which such Tax Records relate.

8. Indemnification.

(a) Indemnification by Seller. Subject to the other terms and conditions of this Section 8, and in addition to the tax indemnity provided pursuant to Section 7, Seller shall indemnify and defend each of Buyer and its Affiliates (including the Company) and their respective Representatives (collectively, the “**Buyer Indemnitees**”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to, or by reason of:

(i) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement; or

(ii) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement.

(iii) Notwithstanding the foregoing, the aggregate liability of Seller for indemnification payable hereunder with respect to any and all claims by Buyer for claims pursuant to Section 8 hereof, shall not exceed an amount equal to the Purchase Price.

(b) Indemnification by Buyer. Subject to the other terms and conditions of this Section 8, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the “**Seller Indemnitees**”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to, or by reason of:

(i) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement; or

(ii) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement.

(iii) Notwithstanding the foregoing, the aggregate liability of Buyer for indemnification payable hereunder with respect to any and all claims by Buyer for claims pursuant to Section 8 hereof, shall not exceed an amount equal to the Purchase Price.

(c) Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “**Indemnified Party**”) shall promptly provide written notice of such claim to the other party (the “**Indemnifying Party**”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its

own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any indemnifiable damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed). If the Indemnifying Party does not assume the defense of any Action, but instead objects in writing to the Indemnified Party's claim for indemnification, any liability of the Indemnifying Party with respect to the claim shall be negotiated between the parties, or, if negotiations fail, shall be resolved by a court of competent jurisdiction.

(d) Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein and all related rights to indemnification shall survive the Closing and shall remain in full force and effect until the date that is 18 months from the Closing Date; provided, however, the representations and warranties in (a) Sections 4(a)-4(g) shall survive indefinitely of all applicable statutes of limitations (giving effect to any waiver, mitigation, or extension thereof). Subject to the preceding all covenants and agreements of the parties contained herein shall survive the Closing indefinitely unless another period is explicitly specified herein. Notwithstanding the foregoing, any claims which are timely asserted in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

(e) Tax Claims. Notwithstanding any other provision of this Agreement, the control of any claim, assertion, event, or proceeding in respect of Taxes of the Company (including, but not limited to, any such claim in respect of a breach of the representations and warranties in Section 4(h) hereof or any breach or violation of or failure to fully perform any covenant, agreement, undertaking, or obligation in Section 7) shall be governed exclusively by Section 7 hereof.

(f) Cumulative Remedies. The rights and remedies provided for in this Section 8 (and in Section 7) are cumulative and are in addition to and not in substitution for any other rights and remedies available at Law or in equity or otherwise.

9. Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

10. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

11. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be

designated by the receiving party from time to time in accordance with this Section 11). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 11.

12. Entire Agreement. This Agreement (including any exhibits, schedules and attachments) constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed.

14. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

15. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in the County of Beaver, and each party irrevocably submits to the exclusive

jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

18. Certain Definitions. For purposes of this Agreement: the term "**Action**" means ; the term "**Affiliate**" means any individual, partnership, corporation, limited liability company, trust, or other entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a person. The term "control", as used in the immediately preceding sentence, means, with respect to a corporation the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation, and, with respect to any individual, partnership, trust or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies thereof; the term "**Business Day**" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations are closed; and the term "**Representative**" means with respect to any person, any and all directors, officers, members, managers, partners, employees, consultants, financial advisors, counsel, accountants and other agents of such person.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

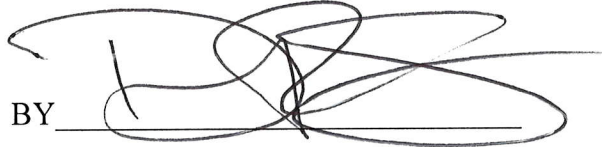
20. Incorporation of Recitals. The Recitals set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety in this Section 20.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BUYER:

DEREK P. SUEHR

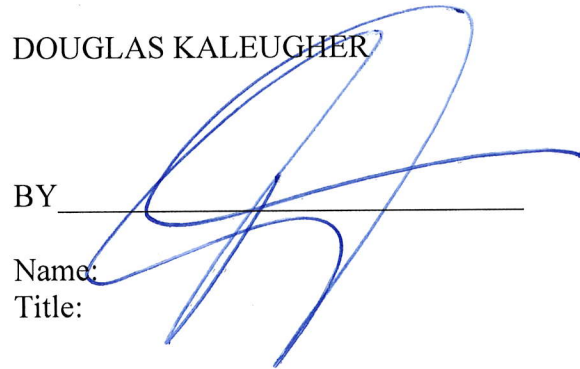
BY 

Name:

Title:

SELLER:

DOUGLAS KALEUGHER

BY 

Name:

Title: