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**Licensed PA Title Agent*

October 22, 2014

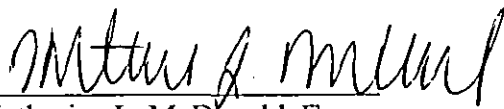
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Alan Haulman c/o AJH Pizza Inc. vs.
PPL Electric Utilities Corp., NO C-2014-2415273

Dear Secretary Chiavetta,

Enclosed for filing are the Complainant's Exhibits in the above-referenced proceeding. Also enclosed are copies of the Complainant's Brief in Support of the Formal Complaint Against PPL Electric Utilities Corporation and Blue Pilot Energy, LLC; the Complainant's Reply to Motion of Blue Pilot Energy, LLC for Summary Judgment; the Affidavit of Alan J. Haulman in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment; and the Affidavit of Ashley N. Killinger in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment. These documents were electronically filed on October 21, 2014. If you have any questions or concerns, please feel free to contact my office.

Very Truly Yours,



Katherine L. McDonald, Esq.

Cc: Honorable Dennis J. Buckley
Nazario J. Jureidini, Esq.
Karen O. Moury, Esq.
Jessica R. Rogers, Esq.

RECEIVED

OCT 22¹⁵ 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RECEIVED

2258
OCT 21 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

ALAN HAULMAN C/O AJH PIZZA :
INC., Complainant :
:
vs. : **NO. C-2014-2415273**
:
PPL ELECTRIC UTILITIES CORP., :
Respondent :

**AFFIDAVIT OF ALAN J. HAULMAN IN OPPOSITION TO BLUE PILOT ENERGY,
LLC's MOTION FOR SUMMARY JUDGMENT**

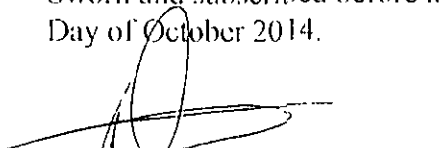
I, Alan J. Haulman, being duly sworn according to law, depose and say the following:

1. My name is Alan J. Haulman, and my business address is 6581 Carlisle Pike, Mechanicsburg, Cumberland County, Pennsylvania 17050.
2. I am the only person authorized to make business decisions on behalf of AJH Pizza, Inc., including decisions regarding electric generation service.
3. James D. Killinger and Ashley N. Killinger purchased business equipment from AJH Pizza, Inc., pursuant to an Asset Purchase Agreement and Security Agreement dated November 2012.
4. They operated this business under the name J & A Pizza, LLC.
5. Ashley N. Killinger was not an employee or a member of AJH Pizza, Inc, from November 2012 through November 2013.

6. No employee, agent, officer or director of AJH Pizza, Inc. enrolled AJH Pizza, Inc. with Blue Pilot Energy, LLC.
7. James D. Killinger and Ashley N. Killinger defaulted under the terms of the Asset Purchase Agreement and Security Agreement on or about November 1, 2013.
8. AJH Pizza, Inc., then bought the business equipment back from James D. Killinger and Ashley N. Killinger, d/b/a J & A Pizza, LLC.
9. On October 26, 2013, my son, Brett, acting on my authority, called PPL Electric to reactivate electrical service for the property in question. He was informed that the service was already active in my name, and had been so since September 06, 2012.
10. I represent that the facts set forth herein are true and correct to the best of my knowledge, information and belief.


Alan J. Haulman

Sworn and subscribed before me this 21st
Day of October 2014.


Notary Public
My Commission expires on:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Darrell C. Dethlefs, Notary Public
Camp Hill Boro, Cumberland County
My Commission Expires Aug. 5, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

RECEIVED

2208
OCT 22 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

ALAN HAULMAN C/O AJH PIZZA :
INC., Complainant :
:
vs. : **NO. C-2014-2415273**
:
PPL ELECTRIC UTILITIES CORP., :
Respondent :

AFFIDAVIT OF ASHLEY N. KILLINGER IN OPPOSITION TO BLUE PILOT ENERGY, LLC'S MOTION FOR SUMMARY JUDGMENT

I, Ashley N. Killinger, being duly sworn according to law, depose and say the following:

1. My name is Ashley N. Killinger, and my address is 38 South Enola Drive, Enola, Cumberland County, Pennsylvania 17025.
2. I was not an employee of AJH Pizza, Inc., at any time relevant to these proceedings.
3. James D. Killinger and I purchased business equipment from AJH Pizza, Inc., pursuant to an Asset Purchase Agreement and Security Agreement dated November 2012.
4. I operated this business under the name J & A Pizza, LLC.
5. On or about February 4, 2013, I telephonically enrolled with Blue Pilot Energy, LLC, for electric generation service.
6. James D. Killinger and I defaulted under the terms of the Asset Purchase Agreement and Security Agreement on or about November 1, 2013.

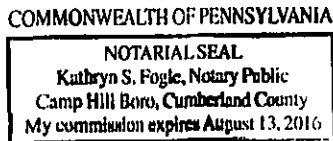
7. AJH Pizza, Inc., then bought the business equipment back from James D. Killinger and I,
d/b/a J & A Pizza, L.L.C.
8. I represent that the facts set forth herein are true and correct to the best of my knowledge,
information and belief.

Ashley N. Killinger / Ashley Bowersox
Ashley N. Killinger - Bowersox

Sworn and subscribed before me this 20th
Day of October 2014.

Kathryn S. Fogle
Notary Public

My Commission expires on: 08-13-2016



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OCT 22 2014

DEPARTMENT OF STATE
CORPORATION BUREAU
COUNTER SERVICE REQUEST FORM

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

NAME ADDRESS ENTITY #
ATM Pizza 409 N. Enola Road Enola PA 17002 3669829

DOCUMENT REQUESTED:

Commonwealth of Pennsylvania
Certified Copies 1 Page(s)

Good Standing (Subsistence) Certificate



Great Seal Certificate attesting to _____

Certified Copy of Creation Filing

Plain Copy of _____

Corporate Record Search or Plain Copy of Index

Name Reservation

The Requestor of the above services agrees to pay all statutory fees (with respect to this request) in advance.

REQUESTOR NAME (print): Matthew Kudrinski

REQUESTOR SIGNATURE: Matthew Kudrinski

REQUESTOR ADDRESS: 2132 Market Street
Camp Hill, PA 17011

Mail this order to requestor when completed?

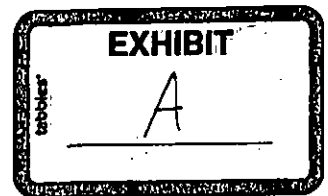
NUMBER OF SEARCHES: CORP _____ UCC _____

TOTAL COPIES MADE: _____ COMPUTER PRINTOUTS: _____

TOTAL DUE: \$ _____ Payment by Check: _____ Deduct from Account #: _____

2014 SEP -8 PM 3:01

PA. DEPT. OF STATE



COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

SEPTEMBER 9, 2014

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

AJH Pizza, Inc.

I, Carol Aichele, Secretary of the Commonwealth of Pennsylvania

do hereby certify that the foregoing and annexed is a true and correct
copy of

ARTICLES OF INCORPORATION filed on August 22, 2006

which appear of record in this department.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused
the Seal of the Secretary's Office to
be affixed, the day and year above
written.

A handwritten signature in cursive script, reading "Carol Aichele".

Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
Articles of Incorporation – For Profit
(15 Pa. C.S.)

Entity Number _____ Business-stock (§1306) _____ Management (§2703)
_____ Business-nonstock (§2102) _____ Professional (§2903)
_____ Business-statutory close (§2303) _____ Insurance (§3101)
_____ Cooperative (§7102)

Name

Stock and Leader, Attn: Gayle Ignudo

Address

221 W. Philadelphia St., Suite E600

City State Zip Code

York PA 17401

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

Fee: \$125.00

Filed in the Department of State on _____

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to corporations and unincorporated associations), the undersigned, desiring to incorporate a corporation for profit, hereby states that:

1. The name of the corporation:

AJH Pizza, Inc.

2. The address of this corporation's current registered office in this Commonwealth and the county of venue:

Number and Street	City	State	Zip	County
<u>409 N. Enola Rd.</u>	<u>Enola</u>	<u>PA</u>	<u>17402</u>	<u>York</u>

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4. The aggregate number of shares authorized: 1,000

5. The name and address, including number and street, if any, of each incorporator:

Commonwealth of Pennsylvania
ARTICLES OF INCORPORATION 3 Page(s)



Alan J. Haulman

409 N. Enola Rd. Enola, PA 17025

IN TESTIMONY WHEREOF, the incorporator has
signed these Articles of Incorporation this 15th day of
August 2006.



Signature

Dethlefs-Pykosh Law Group, LLC
2132 Market Street
Camp Hill, PA 17011

THE PATRIOT NEWS
THE SUNDAY PATRIOT NEWS

RECEIVED

2288
OCT 21 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Proof of Publication

Under Act No. 587, Approved May 16, 1929
Commonwealth of Pennsylvania, County of Dauphin} ss

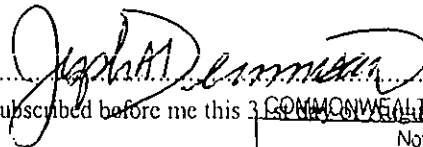
Joseph A. Dennison, being duly sworn according to law, deposes and says:

That he is the Assistant Controller of The Patriot News Co., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at 812 to 818 Market Street, in the City of Harrisburg, County of Dauphin, State of Pennsylvania, owner and publisher of The Patriot-News and The Sunday Patriot-News newspapers of general circulation, printed and published at 812 to 818 Market Street, in the City, County and State aforesaid; that The Patriot-News and The Sunday Patriot-News were established March 4th, 1854, and September 18th, 1949, respectively, and all have been continuously published ever since;

That the printed notice or publication which is securely attached hereto is exactly as printed and published in their regular daily and/or Sunday/ Metro editions which appeared in the 30th and 31st day(s) of August 2006. That neither he nor said Company is interested in the subject matter of said printed notice or advertising, and that all of the allegations of this statement as to the time, place and character of publication are true; and

That he has personal knowledge of the facts aforesaid and is duly authorized and empowered to verify this statement on behalf of The Patriot-News Co. aforesaid by virtue and pursuant to a resolution unanimously passed and adopted severally by the stockholders and board of directors of the said Company and subsequently duly recorded in the office for the Recording of Deeds in and for said County of Dauphin in Miscellaneous Book "M", Volume 14, Page 317.

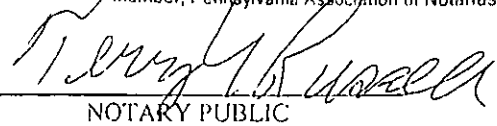
PUBLICATION
COPY



Sworn to and subscribed before me this 30th day of August 2006, in the County of Dauphin, Commonwealth of Pennsylvania

Notarial Seal
Terry L. Russell, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires June 6, 2010

Member, Pennsylvania Association of Notaries


NOTARY PUBLIC

Articles of Incorporation
ARTICLES OF INCORPORATION
NOTICE is hereby given that Articles of Incorporation were filed with the Department of State, Commonwealth of Pennsylvania on August 22, 2006 for AJHPZZA, INC. The said corporation has been incorporated under the provisions of the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania.
Phillip H. Spore, Esquire
STOCK AND LEADER

STOCK & LEADER
221 W. PHILADELPHIA STREET, SUITE E600
YORK, PA. 17401-2994

**PROOF OF PUBLICATION OF NOTICE
IN CUMBERLAND LAW JOURNAL**
(Under Act No. 587, approved May 16, 1929), P. L.1784


COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CUMBERLAND :

Lisa Marie Coyne, Esquire, Editor of the Cumberland Law Journal, of the County and State aforesaid, being duly sworn, according to law, deposes and says that the Cumberland Law Journal, a legal periodical published in the Borough of Carlisle in the County and State aforesaid, was established January 2, 1952, and designated by the local courts as the official legal periodical for the publication of all legal notices, and has, since January 2, 1952, been regularly issued weekly in the said County, and that the printed notice or publication attached hereto is exactly the same as was printed in the regular editions and issues of the said Cumberland Law Journal on the following dates,

Viz _____

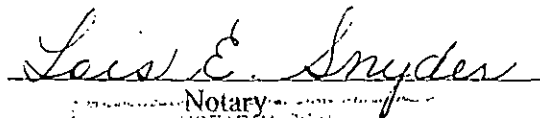
September 8, 2006

Affiant further deposes that he is authorized to verify this statement by the Cumberland Law Journal, a legal periodical of general circulation, and that he is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.



Lisa Marie Coyne, Editor

SWORN TO AND SUBSCRIBED before me this
8 day of September, 2006



Notary

NOTARIAL SEAL
LOIS E. SNYDER, Notary Public
Carlisle Boro, Cumberland County
My Commission Expires March 5, 2011

ARTICLES OF INCORPORATION

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania on August 22, 2006 for:

AJH PIZZA, INC.

The said corporation has been incorporated under the provisions of the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania.

PHILIP H. SPARE, ESQUIRE
STOCK AND LEADER

Sept. 8

BY-LAWS

of

AJH PIZZA, INC.

A Pennsylvania business corporation

Adopted this 22nd day of August 2006

ARTICLE I. OFFICES

SECTION 1.01. Registered Office. The registered office of AJH Pizza, Inc. (the "Corporation") is: 409 North Enola Road, Enola, Pennsylvania 17025.

SECTION 1.02. Other Offices. The Corporation may also have other offices at such places as the Board of Directors may from time to time determine.

ARTICLE II. SHAREHOLDERS

SECTION 2.01. Annual Meetings. At least one meeting of the Shareholders shall be held in each calendar year for the election of Directors. The Board of Directors may fix the date and time of the annual meeting of the Shareholders, but if no other date and time is fixed by the Board, the annual meeting shall be held on the 3rd Monday of August. If that date is a legal holiday under Pennsylvania law, the meeting shall be held instead on the next business day (not a Saturday or Sunday). At the annual meeting the Shareholders shall elect Directors and transact such other business as may properly be brought before the meeting. If the annual meeting has not been called and held within six (6) months after the designated time, any Shareholder may call the meeting at any time thereafter.

SECTION 2.02. Special Meetings. Unless otherwise prescribed by the Articles of Incorporation, a special meeting of the Shareholders may be called at any time and for any purpose:

- (a) by order of the Board of Directors;
- (b) by the President; or
- (c) by Shareholders entitled to cast at least 20% of the votes that all Shareholders are entitled to cast at the particular meeting.

SECTION 2.03. Quorum. A meeting of Shareholders of the Corporation duly called shall not transact business unless a quorum is present. A quorum for action on any matter of business means the presence of Shareholders, in person or by proxy, entitled to cast at least a majority of the votes that all Shareholders eligible to vote on that matter would be entitled to cast if all were present at the meeting. Shares of the Corporation owned, directly or indirectly, by the Corporation and

controlled, directly or indirectly, by the Board of Directors, as such, (for example, treasury shares) shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares for quorum purposes.

SECTION 2.04. Adjournments. Any regular or special meeting may be adjourned for reconvening at a later time, but any meeting at which Directors are to be elected shall be adjourned only from day to day, or for such longer periods not exceeding fifteen (15) days each as the Shareholders present and entitled to vote shall direct, until the Directors have been elected.

SECTION 2.05. Organization. At each meeting of the Shareholders, one of the following shall chair the meeting, in the following order of priority:

(a) the President;

(b) any other officer of the Corporation designated by the Board of Directors to act as chair in the Presidents absence; or

(c) any Shareholder of record chosen as chair of the meeting by a majority in voting interest of the Shareholders present in person or by proxy and entitled to vote at the meeting.

The Secretary of the Corporation shall act as secretary of the meeting and shall prepare and keep the minutes of the meeting. However, if the Secretary is acting as chair of the meeting under (b) above, or is absent, the chair may appoint any other person to act as secretary of the meeting.

SECTION 2.06. Order of Business. The order of business at each meeting of the Shareholders shall be determined by the chair of the meeting.

SECTION 2.07. Voting. Unless otherwise provided in the Articles of Incorporation, every Shareholder of the Corporation shall be entitled to one vote for every Voting Common Share owned by the Shareholder according to the records of the Corporation.

SECTION 2.08. Proxies.

(a) Action by Proxy. Every Shareholder entitled to vote at a meeting of Shareholders (or to express consent or dissent to corporate action in writing without a meeting) may authorize another person to vote or act for the Shareholder by proxy. The presence, vote or other action, of a Shareholder's proxy shall be legally equivalent of the personal presence, vote or action of the Shareholder.

(b) Minimum Requirements. Every proxy shall be executed in writing by the Shareholder, or by the duly authorized agent acting under power or attorney given by the Shareholder, and filed with the Secretary of the Corporation prior to the exercise of such proxy.

SECTION 2.09. Determination of Shareholders of Record.

(a) General Rules. Unless a different record date is fixed by the Board of Directors under (b) below, the following general rules shall apply:

(1) The record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of business on the day immediately preceding the day on which notice is given or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held.

(2) The record date for determining Shareholders entitled to express consent or dissent to corporate action in writing without a meeting, when prior action by the Board of Directors is not necessary, shall be the close of business on the day on which the first written consent or dissent is filed with the Secretary of the Corporation.

(3) The record date for determining the Shareholders of record for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution.

(b) Record Date Fixed by Board of Directors. Notwithstanding the general rules stated in (a) above, the Board of Directors may fix a different date, prior to the date of any Shareholders meeting as the controlling record date for determining the Shareholders entitled to notice of, or to vote at, the meeting. The record date for such determination shall not be more than 90 days prior to the date of the Shareholders' meeting. Only Shareholders of record on the date fixed by the Directors shall be entitled to notice of or to vote at the meeting, notwithstanding any transfer of shares on the books of the Corporation after the record date. When a determination of Shareholders as of the record date has been made under this paragraph, that determination shall apply to any adjourned and reconvened meeting unless the Board fixes a new record date for the adjourned meeting.

SECTION 2.10. List of Shareholders. The officer or agent having charge of the transfer books for the shares of the Corporation shall make a complete list of the Shareholders entitled to vote at any meeting of Shareholders, arranged in alphabetical order, with the address of and the number of shares held by each. The list shall be produced and kept open during the meeting for inspection by any Shareholder.

SECTION 2.11. Consent of Shareholders in lieu of Meeting.

(a) Unanimous Written Consent. Any action that can be taken at a meeting of Shareholders can be taken without a meeting if the written consent of all Shareholders who would be entitled to vote on that action at a meeting of Shareholders is filed with the Secretary of the Corporation.

(b) Partial Written Consent. Any action that can be taken at a meeting of Shareholders can be taken without a meeting if the written consent of Shareholders who would have

been entitled to cast the minimum number of votes necessary to authorize the action at a meeting at which all Shareholders entitled to vote thereon were present and voting is filed with the Secretary of the Corporation. Action by partial written consent shall become effective only after at least ten days' written notice of the action has been given to each Shareholder entitled to vote thereon who has not consented thereto.

ARTICLE III. NOTICE - WAIVERS - MEETINGS GENERALLY

SECTION 3.01. Manner of Giving Notice.

Whenever written notice is required to be given to any person under the provisions of the Business Corporation Law, the Articles of Incorporation or these By-laws, it may be given to the person in any of the following ways:

- by hand delivery to the person
- by first class, express or priority United States mail, postage prepaid
- by a national or international overnight courier service
- by telecopier, facsimile or e-mail.

If notice is sent by U.S. mail or courier service it shall be deemed to have been given when deposited in the mail or delivered to the courier service, addressed to the person at his or her address as it appears on the books of the Corporation. In the case of telecopier, facsimile or e-mail, notice shall be deemed given when dispatched to the appropriate telecopier, fax or e-mail number or address of the person as it appears on the books of the Corporation.

A notice of meeting shall specify the place, day and hour of the meeting and any other information required by any other provision of the Business Corporation Law, the Articles of Incorporation or these By-laws.

SECTION 3.02. Notice of Meetings of Shareholders.

(a) General Rule. Written notice of every meeting of the Shareholders shall be given by, or at the direction of, the President or the Secretary to each Shareholder of record entitled to vote at the meeting at least:

(1) ten (10) days prior to the day named for a meeting called to consider a fundamental transaction under 15 Pa.C.S. Chapter 19 regarding amendments of Articles of Incorporation, mergers, consolidations, share exchanges, sale of assets, divisions, conversions, liquidations and dissolution; or

(2) five (5) days prior to the day named for the meeting in any other case.

If the secretary neglects or refuses to give notice of a meeting, the person or persons calling the meeting may do so. In the case of a special meeting of Shareholders, the notice shall specify the general nature of the business to be transacted.

(b) Adjourned Shareholder Meetings. When a meeting of Shareholders is adjourned to be reconvened at a later date and time, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted when reconvened, other than by announcement at the meeting at which the adjournment is taken, unless the Board fixes a new record date for the adjourned meeting.

SECTION 3.03. Notice of Meetings of Board of Directors.

(a) Notice of a regular meeting of the Board of Directors need not be given.

(b) Notice of every special meeting of the Board of Directors shall be given to each Director before the time at which the meeting is to be held, as follows:

- at least 24 hours in the case of notice by telecopier, e-mail or facsimile; or
- at least 48 hours in the case of notice by courier service; or
- at least three (3) days in the case of notice by express or priority U.S. mail; or
- at least five (5) days in the case of notice by first class U.S. mail.

Every such notice shall state the time and place of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in a notice of a meeting.

SECTION 3.04. Place of Meetings. Meetings of Shareholders and Directors of the Corporation shall be held at such place as shall be fixed from time to time by the Board of Directors and/or specified in the respective notices or waivers of notice of the meetings.

SECTION 3.05. Waiver of Notice.

(a) Written Waiver. Whenever any written notice is required to be given under the provisions of the Business Corporation Law, the Articles of Incorporation or these By-laws, a written waiver of notice, signed at any time by the person or persons entitled to the notice, shall be deemed equivalent to the giving of the notice. Neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice except:

- in the case of a special meeting of Shareholders, the waiver of notice shall specify the general nature of the business to be transacted; or
- when otherwise required by the Business Corporation Law the Articles of Incorporation or these By-laws.

(b) Waiver by Attendance. Attendance of a person at any meeting shall constitute a waiver of notice of the meeting except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

SECTION 3.06. Use of Conference Telephone and Similar Equipment. One or more persons may participate in a meeting of the Board of Directors or the Shareholders of the Corporation by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.01. General Powers. Unless otherwise provided by statute, all powers vested by law in the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors.

SECTION 4.02. Notation of Dissent. A Director who is present at a meeting of the Board of Directors, or of a committee of the Board, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

- his or her dissent is entered in the minutes of the meeting; or
- the Director files a written dissent to the action with the secretary of the meeting before the meeting is adjourned; or
- the Director transmits a written dissent to the Secretary of the Corporation immediately after the meeting is adjourned.

A Director who voted in favor of the action shall have no right to enter a dissent under these procedures, but nothing in this Section shall bar a Director from asserting that minutes of the meeting incorrectly omitted his or her dissent if, promptly upon receipt of a copy of such minutes, the Director notifies the Secretary of the Corporation in writing, of the asserted omission or inaccuracy.

SECTION 4.03. Qualification and Selection of Directors.

(a) Qualifications. Each Director of the Corporation shall be an individual person age twenty-one (21) years or older. A Director need not be a resident of Pennsylvania or a Shareholder of the Corporation.

(b) Election of Directors. Except as otherwise provided in these By-laws, Directors of the Corporation shall be elected by the Shareholders. In elections for Directors, voting

need not be by ballot, unless a Shareholder entitled to vote at the election demands, before the voting begins, that ballots be used.

SECTION 4.04. Number and Term of Office.

(a) Number. The Board of Directors shall consist of 1 or more directors, as may be prescribed by the Board of Directors, from time to time.

(b) Term of Office. Each Director shall hold office for a term of one year and until a successor has been selected and qualified or until his or her earlier death, resignation or removal. A decrease in the number of Directors shall not have the effect of shortening the term of any incumbent Director.

(c) Resignation. Any Director may resign at any time by giving written notice to the Corporation. The resignation shall be effective upon its receipt by the Corporation or at any later time specified in the notice of resignation.

SECTION 4.05. Vacancies.

(a) General Rule. Vacancies in the Board of Directors, including vacancies resulting from an increase in the number of Directors, may be filled by a majority vote of the remaining members of the Board though less than a quorum, or by a sole remaining Director. If there is no remaining Director, vacancies may be filled by vote of the Shareholders. Each person so selected shall serve for the balance of the unexpired term of the vacancy he or she has filled, and until a successor has been selected and qualified or until his or her earlier death, resignation or removal.

(b) Action by Resigned Directors. When one or more Directors resign from the Board effective at a future date, the Directors then in office, including those who have so resigned, shall have power by the applicable vote to fill the vacancies. The persons selected to fill the vacancies shall take office when the resignations become effective.

SECTION 4.06. Removal of Directors.

(a) Any one or more Directors may be removed from the Board of Directors for good cause shown or because of Disability by the vote of Shareholders entitled to elect Directors. In case any one or more Directors are so removed, new Directors may be elected at the same meeting.

(b) The term "good cause shown" shall mean (i) gross negligence or disregard for duty in the performance of the of a Director of the Corporation, other than as a result of Shareholder's Disability, after the Director has received Notice of such gross negligence or disregard and has failed to cure such in the performance of his duties as Director; (ii) acts of moral turpitude, dishonesty or fraud by the Director, which in the good faith opinion of the Board of Directors of the Corporation ("Board"), are harmful to the Corporation; or (iii) conviction for a felony, which conviction is no longer subject to any appeal. "Good cause shown" shall not include minor infractions or mere differences in opinion over business policy.

(c) A Director shall be considered under a "Disability" or "Disabled" if:

(1) the Director or the Director's agent under a general power of attorney or health care power of attorney acknowledges in writing that the Director is Disabled; or

(2) a Director is adjudicated an incompetent or incapacitated person under the law of the jurisdiction in which the Director is domiciled; or

(3) if the Board of Directors of the Corporation requests and receives the written opinion of two (2) physicians licensed to practice medicine in the jurisdiction in which the Director is domiciled that the Director is unable, to a reasonable medical certainty, to participate meaningfully and responsibly in the decisions required of the Director under the Corporation's Articles and By-laws by reason of mental, emotional or physical impairment.

SECTION 4.07. Organization of Meetings. At every meeting of the Board of Directors, one of the following officers present in the order stated: the president, the vice presidents in their order of rank and seniority, or a person chosen by a majority of the Directors present, shall act as chairman of the meeting. The secretary or, in the absence of the secretary, any person appointed by the chairman of the meeting, shall act as secretary.

SECTION 4.08. Regular Meetings. A regular annual organizational meeting of the Board of Directors shall be held without notice immediately after, and at the same place as, the annual meeting of Shareholders, for the purpose of electing officers and conducting such other business as may properly be brought before the meeting. Additional regular meetings of the Board of Directors shall be held at such time and place as shall be designated from time to time by resolution of the Board of Directors.

SECTION 4.09. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the president or by two or more of the Directors.

SECTION 4.10. Quorum of and Action by Directors.

(a) General Rule. A majority of the Directors in office of the Corporation shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors.

(b) Consent of Directors in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office is filed with the secretary of the Corporation.

SECTION 4.11. Committees. The Board of Directors may establish one or more committees to consist of one or more Directors of the Corporation. A committee shall have and exercise only

such power and authority as is specifically delegated to it by the resolution of the Board of Directors establishing the committee. The term of each committee, its membership and its procedures shall be established by the Board or delegated to the committee for determination as set forth in the resolution of the Board of Directors establishing the committee.

SECTION 4.12. Compensation. The Directors shall serve without separate compensation for performing the duties of a Director but a Director of the Corporation may be compensated for services as an employee or consultant of the Corporation, or in any other capacity approved by the Board of Directors.

ARTICLE V. OFFICERS

SECTION 5.01. Number, Qualification. The principal officers of the Corporation shall be a President, a Treasurer, a Secretary and such other officers as may be elected or appointed in accordance with these By-laws. Any number of offices may be held by the same person. Officers may but need not be Directors or Shareholders of the Corporation.

SECTION 5.02. Election, Qualification and Term of Office. Each officer of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 5.03, shall be elected annually by the Board of Directors, at the Board's annual organizational meeting immediately following the annual meeting of Shareholders. Each officer shall hold office for a term of one year and until a successor shall have been duly elected and qualified, or until his or her earlier death, removal or resignation.

SECTION 5.03. Other Officers. The Corporation may have such other officers, agents and employees as the Board of Directors may deem necessary, including one or more Vice Presidents, Assistant Secretaries, and/or one or more Assistant Treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors or the President may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint or remove any such subordinate officers, agents or employees.

SECTION 5.04. Removal. Any officer may be removed from office with or without cause shown by a vote of a majority of the whole Board of Directors.

SECTION 5.05. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors or to the President. Any such resignation shall take effect at the time specified therein, but if no time is specified in the notice it shall take effect when received by the Corporation.

SECTION 5.06. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these By-laws for regular election or appointment to that office.

SECTION 5.07. President. The President shall be the chief executive officer of the Corporation and shall have general authority to manage the business of the Corporation, subject to the control of the Board of Directors. The President shall, if present, preside at all meetings of the Shareholders and of the Board of Directors. The President shall execute bonds, mortgages, and other contracts for and on behalf of the Corporation, shall be EX-OFFICIO a member of all committees, and shall perform such other duties and have such responsibilities as the Board of Directors may determine from time to time.

SECTION 5.08. Vice President. The Vice President shall assist in management of the corporation and shall have general authority to manage the business of the corporation, subject to the direction of the President and the Board of Directors. The Vice President shall have authority to execute bonds, mortgages, and other contracts for or on behalf of the corporation and shall perform such other duties and have such responsibilities as the President and/or the Board of Directors may determine from time to time.

SECTION 5.09. Secretary. The Secretary shall perform the following duties:

- record or cause to be recorded, in books provided for the purpose, the minutes of the meetings of the Shareholders, the Board of Directors and all committees not having another secretary;
- see that all notices are duly given in accordance with the provisions of the Articles of Incorporation and these By-laws and as otherwise required by law;
- maintain custody of all corporate records (other than financial) and of the corporate seal, if any;
- if required, affix the corporate seal, if any, to all documents the execution of which has been duly authorized in accordance with the provisions of these By-laws;
- keep and make all proper changes in the list of Shareholders according to these By-laws, and the number of shares held by them, retaining and filing his or her authority for all such entries;
- see that all Corporate books, reports, statements, certificates and other documents and records required by law, the Articles of Incorporation or these Bylaws are properly kept and filed;
- in general, perform all duties as may, from time to time, be assigned by the Board of Directors or the President.

SECTION 5.10. Treasurer. The Treasurer shall perform the following duties:

- have charge and custody of, and be responsible for, all funds and securities of the Corporation;
- deposit all funds of the Corporation to the credit of the Corporation in such banks, trust companies or other depositories as have been selected according to these By-laws;
- disburse the funds of the Corporation as ordered by the Board of Directors, making proper vouchers for such disbursements;
- prepare or cause to be prepared and present to the Board of Directors, as the Board may require, and present at the annual meeting of the Shareholders, a statement of all financial transactions of the Corporation;
- in general, perform all the duties customary to the office of Treasurer and such other duties as may, from time to time be assigned by the Board of Directors or the President.

SECTION 5.11. Compensation. The officers of the Corporation shall serve without separate compensation for performing the duties of their respective offices, but an officer of the Corporation may be compensated for services as an employee or consultant of the Corporation, or in any other capacity approved by the Board of Directors.

ARTICLE VI. BOOKS AND RECORDS

SECTION 6.01. Place. The following books and records of the Corporation shall be kept at its registered office or principal place of business:

- minutes of the proceedings of the Shareholders and Board of the Directors,
- its By-laws, including all amendments,
- a share register giving the names of the Shareholders, their respective addresses and the number and classes of shares owned by each Shareholder.

SECTION 6.02. Social Security Number, Addresses of Shareholders. Each Shareholder shall provide to the Secretary of the Corporation his or her social security number or other federal tax identification number and an address at which notices of meetings and all other corporate notices and correspondence may be served upon, mailed or sent to the Shareholder.

**ARTICLE VII.
FINANCIAL REPORTS**

SECTION 7.01. Financial Reports. The Corporation shall furnish to its Shareholders annual financial statements as agreed in the Shareholders' Agreement adopted by the Corporation and its Shareholders as such Agreement may be amended from time to time, and if no such Agreement is in effect, then the Corporation shall furnish such financial statements as are required by applicable law.

**ARTICLE VIII.
SHARES AND THEIR TRANSFER**

SECTION 8.01. Certificates of Stock. Every owner of stock of the Corporation shall be entitled to have a certificate evidencing the number of shares owned by him or her and designating the class of stock to which such shares belong. Share certificates shall be in the form prescribed by the Board of Directors. Each certificate shall be signed in the name of the Corporation by the President or a Vice President and by the Treasurer or Secretary of the Corporation.

SECTION 8.02. Record. A record shall be kept of the name of the person, firm or entity owning the stock represented by each stock certificate issued for stock of the Corporation, the number of shares represented by that certificate, the date of issue, and, if canceled, the date of cancellation. The person in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

SECTION 8.03. Transfer of Stock. Transfers of shares of the stock of the Corporation shall be effective only when:

- the transfer is duly recorded on the books of the Corporation by the registered holder or by his or her attorney-in-fact as authorized by a power of attorney duly executed and filed with the Secretary of the Corporation; and
- physical custody of the certificate or certificates for such shares, properly endorsed, is surrendered to the Corporation.

SECTION 8.04. Lost, Destroyed or Mutilated Certificates. In case of the alleged loss, destruction or mutilation of a certificate representing stock of the Corporation, a new certificate may be issued in its place, in the manner and upon such terms and indemnity as the Board of Directors may prescribe.

**ARTICLE IX.
DIVIDENDS AND RESERVES**

SECTION 9.01. The Board of Directors may, but is not required to, declare and pay dividends upon the outstanding shares of the Corporation, from time to time and in the amount they deem advisable, as provided by statute. Before payment of any dividend there may be set aside out of

the net profits of the Corporation such amounts as the Directors, from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors consider to be in the interest of the Corporation. The Directors may also abolish any such reserve in the same manner.

ARTICLE X. MISCELLANEOUS

SECTION 10.01. Seal. The Board of Directors may, but shall not be required to, provide a corporate seal, which shall bear the name of the Corporation, the year of its organization and the words "corporate seal".

SECTION 10.02. Contracts, Checks. All contracts, checks, notes, bills of exchange or other orders in writing shall be signed by the President, Vice President, Corporate Secretary, Treasurer, or such other person or persons as the President or the Board of Directors may from time to time designate.

ARTICLE XI. INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION 11.01. Persons Entitled to Indemnification. The Corporation shall indemnify any officer or director or any former officer or director, who was or is a party to, or is threatened to be made a party to, or who is called as a witness in connection with any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative, arbitral, legislative or investigative) by reason of the fact that such person is or was an officer or director of the Corporation.

SECTION 11.02. Expenses to be Indemnified. Indemnification shall be made for expenses (including reasonable attorney's fees), judgments, fines, penalties, excise taxes and amounts paid in settlement actually and reasonable incurred by such person in connection with such action, suit or proceeding if the person:

- acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; and
- with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

SECTION 11.03. Adverse Outcome Does Not Preclude Indemnification. The termination of any action, suit or proceeding by judgment, order, settlement or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person:

- did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; and
- with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 11.04. Corporation's Consent to Settlement. There shall be no indemnification hereunder with respect to any settlement or other non-adjudicated disposition of any threatened or pending action, suit or proceeding unless the Corporation has given its prior written consent to such settlement or disposition.

ARTICLE XII. AMENDMENTS

SECTION 12.01. Amendment of By-laws. The Board of Directors shall have the power to amend these By-laws, but all such amendments may be altered or repealed, and new By-laws made, by the Shareholders. Any change in these By-laws shall take effect when adopted unless otherwise provided in the resolution making the change. In the case of a meeting of Shareholders that has as one of its purposes action on the By-laws, written notice shall be given to each Shareholder that a purpose of the meeting is to consider the adoption, amendment or repeal of the By-laws. A copy of the proposed amendment or a summary of the changes to be made shall be included in the notice of meeting.

**ORGANIZATION MEETING
OF THE INCORPORATOR OF
AJH PIZZA, INC.**

The following are the minutes of the organizational meeting of the Incorporator of AJH Pizza, Inc., (the "Corporation") a Pennsylvania corporation, held at York, Pennsylvania, on the 22nd day of August 2006, said meeting having been held on the call of the Incorporator pursuant to Section 1310 of the Pennsylvania Business Corporation Law of 1988.

Present at this meeting was Alan J. Haulman, who is the person who signed the Articles of Incorporation filed on August 22, 2006 and is the sole Incorporator of the Corporation.

The first order of business was to adopt the by-laws of the Corporation. A document of 14 pages entitled "By-laws of AJH Pizza, Inc." was presented to and considered by the Incorporator. After review and on motion duly made, the Incorporator adopted the following resolution:

RESOLVED that the by-laws presented and considered at this meeting are adopted as the By-laws of this Corporation.


The Incorporator approved and adopted the following resolution:

RESOLVED that the following are designated to constitute the Board of Directors of this corporation, to hold office for the ensuing year and until successors are chosen and qualified:

Alan J. Haulman

With no further business to come before the Incorporator at this meeting, the meeting was adjourned.

Dated: September 14, 2006



Alan J. Haulman, Incorporator

**UNANIMOUS CONSENT IN LIEU OF
FIRST MEETING OF DIRECTORS**

AJH PIZZA, INC.

THE UNDERSIGNED, being all of the Directors AJH Pizza, Inc., (the "Corporation") a corporation organized under the laws of the Commonwealth of Pennsylvania, do hereby adopt the following preambles and resolutions and consent to the action taken by virtue thereof, in all respects as though the said preambles and resolutions were duly adopted at a special meeting of Directors called and held this day:

WHEREAS, Section 1727(b) of the Pennsylvania Business Corporation Law of 1988 provides that any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by all of the Directors and shall be filed with the Secretary of the corporation; and

WHEREAS, it is now the appropriate time for the undersigned to take those organizational steps which are necessary to commence the effective operation of AJH Pizza, Inc.

NOW, THEREFORE, be it resolved as follows:

1. OFFICERS

RESOLVED, that the following persons be appointed to the offices set opposite their respective names, to serve for one year and until their successors are chosen and qualify:

Alan J. Haulman – President, Secretary & Treasurer

2. SHARE CERTIFICATES

RESOLVED, that the share certificates of this Corporation shall be in the form as attached hereto as Exhibit A.

3. ARTICLES OF INCORPORATION

RESOLVED, that the filing of the Articles of Incorporation with the Secretary of State of the Commonwealth of Pennsylvania be duly advertised as required by law, and that the Secretary of this Corporation cause a copy of the Articles of Incorporation to be affixed to the minutes, and that this Corporation proceed to do business there under.

4. CORPORATE SEAL

RESOLVED, that the seal, an impression of which is herewith affixed, be adopted as the corporate seal of this Corporation.

5. CORPORATE RECORDS, MINUTE BOOK

RESOLVED, that the Secretary is hereby authorized and directed to procure the proper corporate books and to maintain a minute book containing the minutes of this and subsequent meetings of the Board of Directors of this Corporation and such other documents as the Corporation, the Directors or the Shareholders, shall from time to time direct.

6. FISCAL YEAR

RESOLVED, that the Corporation adopts as its accounting period the fiscal year ending December 31 and that the corporate books of account shall be maintained, the corporate income shall be computed, and the corporate tax returns shall be filed upon the basis of such fiscal year.

7. S CORPORATION STATUS

RESOLVED, that, if the Shareholders determine to elect S corporation status, the Corporation will upon being notified of such determination immediately file or cause to be filed the requisite form of election to S corporation status with the Internal Revenue Service.

8. §1244 STOCK

WHEREAS, the Board of Directors wishes to offer for sale and issue 1,000 shares of its \$1.00 par value Common Stock authorized by its Articles of Incorporation; and it is further deemed desirable that the offer, sale and issue of such shares be carried out in such a manner that, in the hands of qualified shareholders, such shares will receive the benefits of §1244 of the Internal Revenue Code of 1986; there is not now outstanding any offering, or portion thereof, of this Corporation to sell or issue any of its stock; and this Corporation is a small business corporation as defined in §1244(c)(2) of the Internal Revenue Code of 1986;

NOW, THEREFORE, BE IT RESOLVED, that the President of this Corporation and such other officers as he may designate be, and hereby are, authorized and directed to offer for sale and to sell and to issue up to 1,000 shares of its \$1.00 par value Common Stock as §1244 stock.

9. BANK AND DEPOSITORY ACCOUNTS

RESOLVED, that the President and Treasurer and/or Secretary of this Corporation be, and each of them hereby is, authorized and directed to open such bank accounts or other depository account or accounts in financial institutions other than banks in the name of this Corporation, as the President shall determine are necessary or convenient for the conduct of the business of the Corporation, and to provide that all checks, drafts and orders for the payment of money drawn against any such accounts shall require the signature of the President, or such persons as may be designated by the President; that the President and the Secretary of this Corporation be, and each of them hereby is, authorized and directed to prepare, execute and deliver in the name and on behalf of this Corporation, such designations, applications, certificates or other documents as may be necessary to open such account or accounts; and that this Board of Directors hereby adopts the form of any and all resolutions required by any such

bank or other financial institution to be adopted in connection therewith if (i) in the opinion of the President and Treasurer and/or Secretary of this Corporation, the adoption of such resolution is necessary or advisable and (ii) the Secretary of this Corporation evidences such adoption by filing a copy of each such resolution in the minute book of the Corporation, which shall thereupon be deemed to be adopted by this Board of Directors and incorporated as part of this resolution with the same force and effect as if specifically included herein.

10. BYLAWS

RESOLVED, that the By-laws consisting of 14 pages having been reviewed by the Directors are adopted as the By-laws of this Corporation, and the Secretary of the Corporation is directed to certify a copy of such By-laws and insert them in the minute book of the Corporation.

11. ISSUANCE OF SHARES


RESOLVED, that this Corporation issue 100 of its shares of \$1.00 par value common stock to Alan J. Haulman, in exchange for his capital contribution in an amount accepted by the Board of Directors.

RESOLVED, that the President and Secretary be and they are hereby authorized and directed when the capital contributions of the above-named subscribing Shareholder has been received by the Corporation to issue and deliver to him a certificate of fully paid or non-assessable shares of this Corporation in form of Exhibit A attached hereto.

12. CONDUCT OF BUSINESS

RESOLVED, that the proper officers of the Corporation be and they are hereby authorized and directed on behalf of the Corporation, and under its corporate seal, to make and file such certificate, report or other instrument as may be required by law to be filed in any state, territory, or dependency of the United States, or in any foreign country, in which said officers shall find it necessary or expedient to file the same to authorize the Corporation to transact business in such state, territory, dependency or foreign country.

WITNESS the due execution hereof as of the 22nd day of August 2006.



Alan J. Haulman, Director

NUMBER

1



SHARES

100

AJH PIZZA, INC.

INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA
Authorized Shares 1,000 Par Value \$1.00 Per Share

This Certifies that Alan J. Haulman is the
SEE REVERSE FOR CERTAIN DEFINITIONS
owner of One Hundred (100) Shares of
AJH PIZZA, INC.

*full paid and non-assessable, transferable only on the books of the Corporation
in person or by Attorney upon surrender of this Certificate properly endorsed.*

*In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 22nd day of August A.D. 2006*

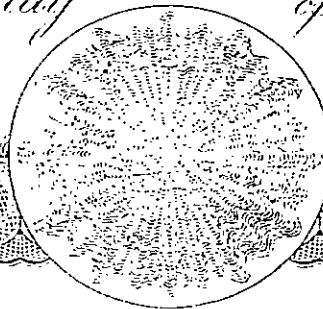
[Signature]

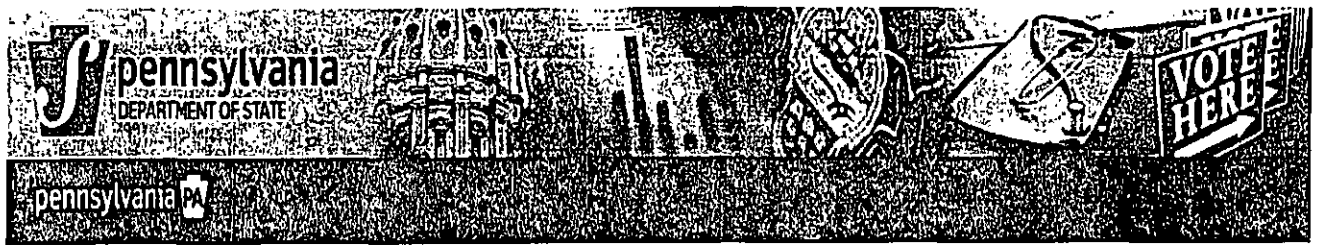
SECRETARY

SECRETARY

[Signature]

PRESIDENT





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Business Entity

Filing History

Date: 8/18/2014 (Select the link above to view the Business Entity's Filing History)

Business Name History

Name	Name Type
AJH Pizza, Inc.	Current Name

Business Corporation - Domestic - Information

Entity Number: 3669829
Status: Active
Entity Creation Date: 8/22/2006
State of Business.: PA
Registered Office Address: 409 N Enola Road
 Enola PA 17402
Mailing Address: No Address

Officers

Name: ALAN HAULMAN
Title: President
Address: 6581 CARLISLE PIKE
 MECHANICSBURG PA 17050-1765

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Form **2553**

(Rev. March 2005)

Department of the Treasury
Internal Revenue Service

Election by a Small Business Corporation

(Under section 1362 of the Internal Revenue Code)

▶ See Parts II and III on back and the separate instructions.

OMB No. 1545-0146

▶ The corporation may either send or fax this form to the IRS. See page 2 of the instructions.

- Notes: 1. Do not file Form 1120S, U.S. Income Tax Return for an S Corporation, for any tax year before the year the election takes effect.
2. This election to be an S corporation can be accepted only if all the tests are met under Who May Elect on page 1 of the instructions; all shareholders have signed the consent statement; an officer has signed this form; and the exact name and address of the corporation and other required form information are provided.

Part I Election Information

Please Type or Print	Name (see instructions) AJH Pizza, Inc.	A Employer identification number 20 : 5268351
	Number, street, and room or suite no. (If a P.O. box, see instructions.) 409 N Enola Rd	B Date incorporated 08/22/06
	City or town, state, and ZIP code Enola, PA 17025	C State of incorporation Pennsylvania
D Check the applicable box(es) if the corporation, after applying for the EIN shown in A above, changed its name <input checked="" type="checkbox"/> or address <input type="checkbox"/>		
E Election is to be effective for tax year beginning (month, day, year) ▶ 08 / 22 / 06		
F Name and title of officer or legal representative who the IRS may call for more information Alan J. Haulman		G Telephone number of officer or legal representative (717) 732-8100
H If this election takes effect for the first tax year the corporation exists, enter month, day, and year of the earliest of the following: (1) date the corporation first had shareholders, (2) date the corporation first had assets, or (3) date the corporation began doing business ▶ 08 / 22 / 06		
I Selected tax year: Annual return will be filed for tax year ending (month and day) ▶ 12/31 if the tax year ends on any date other than December 31, except for a 52-53-week tax year ending with reference to the month of December, complete Part II on the back. If the date you enter is the ending date of a 52-53-week tax year, write "52-53-week year" to the right of the date.		

J Name and address of each shareholder or former shareholder required to consent to the election. (See the instructions for column K)	K Shareholders' Consent Statement. Under penalties of perjury, we declare that we consent to the election of the above-named corporation to be an S corporation under section 1362(a) and that we have examined this consent statement, including accompanying schedules and statements, and to the best of our knowledge and belief, it is true, correct, and complete. We understand our consent is binding and may not be withdrawn after the corporation has made a valid election. (Sign and date below.)		L Stock owned or percentage of ownership (see instructions)		M Social security number or employer identification number (see instructions)	N Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares or percentage of ownership	Date(s) acquired		
Alan J. Haulman 409 N. Enola Road Enola, PA 17025			100%	08/22/06	160-60-2697	12/31

RECEIVED

OCT 22 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Under penalties of perjury, I declare that I have examined this election, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of officer ▶ Title ▶ President Date ▶ 8-21-06

RECEIVED

OCT 22 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made on this the _____ day of November, 2012, by and between Ashley Killinger and James Killinger (the "Purchasers"), and Al Haulman and Al's Pizza (the "Seller").

WITNESSETH:

WHEREAS, the Seller is the owner of Al's Pizza, located at 6581 Carlisle Pike, Mechanicsburg, PA 17050, and certain equipment, inventory and certain other assets, which Purchaser may use in the Business (hereinafter "Mechanicsburg Business Assets");

WHEREAS, Seller currently leases the premises in which the Mechanicsburg Business Assets are located which has an address of 6581 Carlisle Pike, Mechanicsburg, PA 17050 (hereinafter "Leased Premises"); and

WHEREAS, the Seller desires to sell and the Purchaser desires to purchase Mechanicsburg Business Assets as further defined herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. Sale of the Assets

(a) Sale and Purchase. At the Closing (as hereinafter determined), upon the terms and conditions herein set forth, the Purchaser agrees to purchase from the Seller and the Seller agrees to sell, convey, assign, transfer and deliver to the Purchaser, all of the Mechanicsburg Business Assets for the payment specified in Section 2 hereof. As used herein, the term "Mechanicsburg Business Assets" shall mean: all assets and equipment of Al's Pizza located at 6581 Carlisle Pike, Mechanicsburg, PA 17050 ("Company") only, as specifically set forth on the equipment list attached hereto as "Exhibit "A".

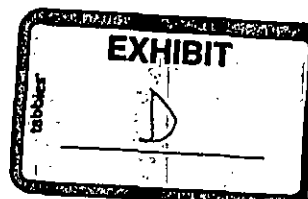
(b) Excluded Assets. The following tangible and intangible assets and property (collectively, the "Excluded Assets") shall be excluded from this Agreement and shall not be assigned or transferred to the Purchaser:

(i) Any prepaid expenses that are not transferable;

(ii) Accounts receivable held by Seller prior to the Closing Date;

(iii) All insurance policies, binders, and reserves of the Seller, and all rights of the Seller under such policies including, without limitation, any prepaid premiums and any insurance claims or insurance proceedings arising from or relating to the operation of the Company prior to the Closing (as hereinafter defined);

(iv) All claims of the Seller for refunds or credits with respect to, and prepaid



items relating to, all federal, state and local taxes of any nature whatsoever for any taxable year or period ending on or before the Closing Date (as hereinafter defined), as well as the portion of any such refunds or credits for a taxable year or period beginning before and ending on the Closing Date that are attributable to the portion of such year or period;

(v) All books and records of the Seller directly relating to the Excluded Assets, and any worksheets, notes, files, or documents primarily related thereto;

(vi) All investments, cash and cash equivalents on hand or in bank accounts;

(vii) Claims by the Seller against third parties; and

(viii) Assets related to any and all employee retirement and/or benefit plans.

(ix) All assets not listed in "Exhibit "A"

(c) Purchaser Assumes No Debts or Liabilities of Seller. The purchase of the Mechanicsburg Business Assets shall be free and clear of all liens, claims and encumbrances of any kind and nature, and without any assumption by Purchaser of any debts, taxes, obligations or liabilities whatsoever of Seller or any other persons who at any time may have been in possession of the Mechanicsburg Business Assets, whether such liabilities are actual or contingent, known or unknown, liquidated or unliquidated, whether liabilities for Taxes hereinafter defined), accounts payable, liabilities to creditors, liabilities arising under or related to any pension, retirement, vacation, insurance, option or other form of benefit plan of Seller, or obligations to Seller's employees for severance, termination, liabilities to governmental agencies or third parties, liabilities assumed or incurred by Purchaser by operation of law or otherwise (collectively, and together with all liabilities or obligations with respect to Excluded Assets, the "Unassumed Debts and Liabilities"). Seller agrees promptly to pay and discharge, as and when due, the Unassumed Debts and Liabilities, and will indemnify Purchaser for and hold Purchaser harmless from and against any and all Unassumed Debts and Liabilities, even if Purchaser voluntarily pays the Unassumed Debts and Liabilities.

2. Purchase Price and Payment.

(a) Purchase Price. The purchase price to be paid by the Purchaser to the Seller for the Mechanicsburg Business Assets shall be two hundred twenty thousand (~~\$220,000.00~~) dollars which shall be paid as follows:

- Three thousand (\$3,000.00) per month until paid in full, with the first payment beginning on ~~December 1, 2012~~, Sept 1st payment
- Interest shall accrue on the unpaid balance at a rate of six percent (6%) per month.
- On November 1, 2019, the loan is callable. If no pre-payments of principle are made and the loan is called on or before November 1, 2019, the payoff will be calculated according to Exhibit D (Attached hereto).

240,000
210,000.00
- 30,000.00

\$ 210,000
Aff
AD

(i) Purchase Price Allocation. The purchase price of ~~two hundred twenty thousand~~ (\$220,000.00) dollars shall be allocated as follows:

6 210,000.00

- Eighty thousand (\$80,000.00) dollars – Equipment, as more particularly outlined on Schedule I of Asset Purchase Agreement
- Twenty thousand (\$20,000.00) dollars – Improvements
- One hundred twenty thousand (\$120,000.00) dollars – Goodwill

(b) Allocation. The parties hereto agree that the Purchase Price shall be allocated among the Mechanicsburg Business Assets as set forth in Exhibit "A" attached hereto. Neither the Purchaser nor the Seller shall, in connection with any tax return, any refund claim, any litigation or investigation or otherwise, take position with respect to the allocation of the Purchase Price which is inconsistent with the manner of allocation, provided herein.

(c) Possession. As long as the conditions precedent as set forth in Paragraph 7 herein are met, possession to the Mechanicsburg Business Assets and Leased Premises shall be given to Purchaser at the signing of the Warranty Bill of Sale.

3. Documents to be Delivered

(a) Documents to be Delivered by the Seller. At the time of signing of this agreement, the Seller shall deliver to the Purchaser:

- (i) A Bill of Sale, in the form of Exhibit "B"; and
- (ii) Any documents necessary to transfer the telephone service and telephone number into the name of the Purchaser and for the Purchaser's use and enjoyment.

4. Representations, Warranties and Covenants of the Parties.

(a) Representations, Warranties and Covenants of the Seller. The Seller hereby represents, warrants and covenants to the Purchaser as follows:

- (i) Power. Seller has the power and authority to own the Mechanicsburg Business Assets and to carry on the Business as now being conducted.
- (ii) Purchased Assets. The Seller has good and marketable title to the Mechanicsburg Business Assets. As of the this agreement, none of the said Mechanicsburg Business Assets are subject to any liens, encumbrances financing statements, or UCC filings. All fixtures, machinery and equipment to be purchased and sold hereunder are sold in an "as-is" condition.
- (iii) Assignment of Agreements and Contracts. Seller is not a party to or bound by any written, oral or implied contract, agreement, lease, power of attorney, warranty, guaranty, surety arrangement or other commitment, including but not limited to any contract or agreement for the purchase or sale of merchandise or for the rendition of services, correct and complete copies (or descriptions of oral

service contracts terminable at will without penalty) of all of the Company Agreements (including all amendments thereto) have been delivered to the Purchaser. The Seller and all other parties to all of the Company Agreements have performed all obligations required to be performed under the Company Agreements and neither the Seller nor any other party is in default or in arrears under the terms thereof, and no condition exists or event has occurred which, with the giving of notice or lapse of time or both, would constitute a default thereunder. The Seller is not aware of any intention by any party to terminate or amend any Company Agreement or, if the Seller intends to request a renewal, of any intention to refuse to renew the same upon expiration of its term.

(iv) No Third Party Options. There are no existing agreements, options, commitments or rights with, to or in any person to acquire any of the Purchased Assets or Security interest therein, except for this Agreement and those contracts entered into in the Seller's normal course of business.

(v) Employees. Seller represents and warrants that all of its employees are at-will employees. Seller shall encourage employees to remain and continue to work as employees of Purchaser.

(vi) Compliance with Law and Regulations. Seller is in compliance with all requirements of law, federal, state and local, and all requirements of all governmental bodies or agencies having jurisdiction over it, the conduct of the Business. Without limiting the foregoing, Company has obtained and now holds all franchises, licenses, permits, consents, approvals, waivers, certificates and other authorizations (collectively, the "Permits") needed or required for the current conduct of its business and the use of its properties and the premises occupied by it. Seller has properly filed all reports and other documents required to be filed with any federal, state, local and foreign government or subdivision or agency thereof. Seller has not received any notice, not previously complied with, from any federal, state or local authority or any insurance or inspection body that any of its properties, facilities, equipment, or business procedures or practices fails to comply with any applicable ordinance, regulation, building or zoning law, or requirement of any public authority or body.

(vii) Conduct of Business. Until the possession is delivered to Purchaser, the Seller covenants:

(a) to preserve the business organization and goodwill of the Business,

(b) to keep available the services of its employees as a group, and to maintain satisfactory relationships with suppliers and others having business relationships with the Business,

(c) except as otherwise contemplated in this Agreement, not to allow the Business to enter into any transaction other than in the ordinary course of business, or any other transaction which is not at arm's length with any person or entity, and (d) to promptly notify the Purchaser of any emergency or other material change in the normal course of business and of any material governmental, regulatory or third party complaints,

investigations or hearings (or communications indicating that the same may be contemplated) such emergency, change, complaint, investigation or hearing would be material, individually or the aggregate, to the business, assets or condition (financial or otherwise) to the Seller's ability to consummate the transaction contemplated in this Agreement.

(viii) Insurance. All inventory, buildings and fixed assets owned or leased by the Seller are and will be adequately insured to the Closing Date, and valid policies are and will be outstanding and duly in force, and the premiums thereon to the date of the possession by Purchaser. As of the execution of this Agreement, the Purchaser shall procure its own insurance coverage, and the Seller may cancel its insurance coverage and receive a refund of any unused premiums.

(ix) ERISA, Employee Benefits. Seller represents and warrants that there are no violations of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or any other applicable laws relating to any employee benefits.

(x) Agreement not in Breach of Other Agreements Affecting Seller. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof by the Seller do not and will not, with or without the giving of notice, the lapse of time, or both, result in the breach of any of the terms and provisions or constitute a default under, or conflict with, or cause any acceleration of any obligation of the Seller, under any Agreement, any judgment, decree, order or award of any court, governmental body, or arbitrator, or any applicable law, rule or regulation.

(xi) Compliance with the Agreement. The Seller covenants not to undertake any course of action which is or may be inconsistent with satisfaction of the conditions applicable to it set forth in this Agreement and covenants to do all such acts and take all such measures as may be reasonably necessary to comply with the representations, warranties, agreements, covenants, conditions and other provisions of this Agreement.

(xii) Labor. Without limiting the generality of Subsection (v) of this Agreement, (A) Seller is not a party to any other written employment agreement, consulting agreement, personal service agreement with any employee or agreement with any independent contractor; and (B) there is no employee of Seller whose employment is not terminable at will. Seller is in full compliance with all requirements, including, without limitation, filing and reporting requirements, applicable to employees, employment relations, and collection, withholding and payment of any taxes relating to employment. Seller has not engaged in any transaction prohibited by any law relating to employees or employment relationships. Seller is not in arrears or default in payment of any obligation with respect to wages, fringe benefits, bonuses, overtime, sick pay, severance pay, improper discharge, vacation pay, time off, insurance premiums or any other amounts due to employees.

(xiii) Legal Proceedings. There is no claim, action, suit, proceeding, investigation or inquiry pending before any federal, state or other court or governmental or administrative agency or threatened against the Seller or any of Seller's

properties, assets, operation or businesses.

(xiv) Tax Matters. As used herein, "Taxes" shall mean any tax (whether income, excise, customs, sales or use, value added, ad valorem, real or personal property, license, transfer, employment, social security or any other kind of tax or payment in lieu of tax no matter how denominated), or any assessment, levy, impost, withholding, or other governmental charge in the nature of a tax, and shall include all additions to tax, interest, penalties and fines with respect thereto; and "Returns" shall mean all reports, estimates, information statements and returns of any nature, including amended versions of any of the foregoing, relating to or required to be filed connection with any Taxes pursuant to the statutes or regulations of any federal, state, local or foreign government taxing authority. Seller has filed all Returns that are required to be filed. As such, Returns are or will be true, correct and complete in all material respects as of their respective filing dates. All Taxes for which Seller is or will be liable and that are due including, without limitation, Taxes shown to be due on all filed Returns) have been paid, and all Taxes that are required to be withheld or collected by Seller have been duly withheld and collected and, to the extent required, have been paid to the appropriate governmental authority or properly deposited as required by applicable law, rule or regulation. No taxing authority has asserted or, to the knowledge of Seller threatened to assert any adjustment, deficiency or assessment for any Taxes against Business; no basis exists for any such adjustment, deficiency or assessment; and, to the knowledge of Seller, there is no audit or investigation pending or threatened by any taxing authority with respect to any liability for Taxes of Company.

(xv) Statements and Other Documents Not Misleading. Neither this Agreement, including all Schedules, Exhibits and other attachments hereto, nor the Closing documents, nor any other financial information, statement, document or other instrument heretofore or hereafter furnished by Seller to Purchaser in connection with the transactions contemplated hereby contains or will contain any untrue statement of any material fact or omits or will omit to state any material fact necessary to be stated in order to make any statement contained therein not misleading. There is no fact known to Seller which materially adversely affects Business, prospects, financial condition or affairs or any of its properties or assets which has not been set forth in this Agreement, including the Schedules.

(b) Representations, Warranties and Covenants of the Purchaser. The Purchaser hereby represents, warrants and covenants to the Seller as follows:

(i) Authorization. The Purchaser has power and authority to enter into this Agreement and the related documents to which he is a party, to perform the obligations as noted herein, and to carry out the transactions contemplated herein. This Agreement and the related documents have been duly executed and delivered by the Purchaser and collectively are the valid and binding obligations of the Purchaser, enforceable according to their terms.

(ii) Agreement not in Breach of Other Agreements Affecting Purchaser. Execution and delivery of this Agreement, the consummation of the transaction provided for herein, and the fulfillment of the terms hereof by the Purchaser do

not and will not, with or without the giving of notice, the lapse of time, or both, result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of the Purchaser under, any agreement, indenture or other instrument by which the Purchaser is bound, any judgment, decree, order or award of any court, governmental body, or arbitrator, or any applicable law, rule or regulation.

(iii) Legal Proceedings. There is no action, suit, proceeding, investigation or inquiry pending before any federal, state or other court or governmental or administrative agency or threatened against the Purchaser and/or any or all of the Guarantors or any of the Purchaser's properties, assets, operations or businesses.

(iv) Compliance with the Agreement. The Purchaser covenants not to undertake any course of action which is or may be inconsistent with satisfaction of the conditions applicable to him set forth in this Agreement and covenants to do all such acts and take all such measures as may be reasonably necessary to comply with the representations, warranties, agreements, covenants, conditions and other provisions of this Agreement.

(v) Assignment of Agreements, Contracts and Leases. Subject to the representations, warranties and covenants of Seller contained elsewhere herein, Purchaser shall accept at the Closing the assignment of the Company Agreements, and shall thereafter be responsible for any breach of said Company Agreements from and after the Closing Date. All of the Seller's charges, expenses and revenues pursuant to the said Company Agreements shall be prorated between the Seller and the Purchaser as of the Closing Date.

(vi) Statements and Other Documents Not Misleading. Neither this Agreement, including all Schedules, Exhibits and other attachments hereto, nor the Closing documents, nor any other financial information, statement, document or other instrument heretofore or hereafter furnished by the Purchaser to the Seller in connection with the transaction contemplated hereby contains or will contain any untrue statement of any material fact or omits or will omit to state any material fact necessary to be stated in order to make any statement contained therein not misleading. There is no fact known to the Purchaser which materially adversely affects their respective financial condition or affairs or any of their properties or assets which has not been set forth in this Agreement, including the Schedules.

6. Survival of Representations and Warranties, Covenants and Agreements. All representations and warranties made by the Seller and the Purchaser in this Agreement or pursuant hereto shall survive the Closing. Except as otherwise expressly provided in this Agreement, all covenants, agreements, undertakings and indemnities set forth in this Agreement shall survive for a period of two years from the date of closing, unless otherwise noted in this Agreement. No representation or warranty contained herein shall be deemed to have been waived, affected or impaired by any investigation made by or knowledge of any party to this Agreement.

7. Conditions Precedent to the Purchaser's Obligations. All obligations of the Purchaser to consummate the transactions contemplated hereby are subject to the fulfillment or waiver by the Purchaser of each of the following conditions:

(a) Representations, Warranties and Covenants. The representations, warranties and covenants of the Seller contained in this Agreement or in any related documents and instruments (including all schedules and exhibits thereto) and in all certificates and documents delivered by the Seller, shall be true and accurate as of the Execution of this Agreement in all material respects and shall have been true and accurate in all material respects as of the date hereof. The Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with prior to or on the Date of the Execution of this Agreement.

(b) Purchaser Consents and Approvals. The Purchaser shall have obtained all necessary third party consents and approvals required by it in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

(c) No Material Change. As of the date of possession of Purchaser, no portion of the Mechanicsburg Business Assets shall be damaged, destroyed, or taken by condemnation and no material adverse change shall have occurred in the business, assets or material condition of the Business.

(d) Closing Documents. The Seller shall have delivered or shall cause to be delivered to the Purchaser the documents and instruments described in Section 3(a) hereof.

(e) Landlord Approval. Purchaser, in Purchaser's sole discretion, shall negotiate a favorable Lease or Assignment with the landlord and shall receive landlord's approval with respect to the Purchaser becoming the Lessee of the leased premises.

8. Conditions Precedent to the Seller's Obligations. The obligations of the Seller under this Agreement shall be subject to the satisfaction, on or before the date of the execution of this Agreement, of each of the following conditions:

(a) Representations, Warranties and Covenants. The representations, warranties and covenants of the Purchaser and Seller contained herein and in any related documents and instruments (including all schedules and exhibits thereto) and in all certificates and documents delivered by the Purchaser and Seller, shall be true and accurate as of the Closing Date in all material respects and shall have been true and accurate in all material respects as of the date hereof.

(b) Performance. The Purchaser shall have performed and complied with all agreements, obligations and conditions required by this Agreement to be performed or complied with by him on or before the Closing Date.

(c) Payment. At closing, Purchaser shall have paid Seller all sums due to Seller pursuant to the terms of this Agreement.

(d) Bill of Sale. The Purchaser shall have executed and delivered to the Seller, the Bill of Sale attached hereto as Exhibit "B."

(e) Assignment Agreements. The Seller shall have executed and deliver to the Purchaser, each of the Assignment Agreements attached hereto as Exhibit "C."

(f) Leases. Purchaser shall negotiate a favorable lease with Landlord. Seller

shall be fully released from any and all obligation with respect to the current or any future leases with respect to the Leased Premises.

(g) Closing Documents. The Purchaser shall have delivered or caused to be delivered to the Seller the documents and instruments described in Sections 4(b) hereof.

9. Default. If a Purchaser fails to make a payment in accordance with Paragraph 2(a) herein for a period of more than thirty (30) days, Seller may foreclose and regain the business assets.

10. Mutual Indemnification. Purchaser agrees to indemnify and hold Seller harmless with respect to all matters of action, causes of action, suits, bills, contracts, controversies, promises, damages, judgments, and demands relative to the operation of the practice arising from the date of closing into the future. The Seller agrees to indemnify and hold Purchaser harmless with respect to all matters of action, causes of action, suits, bills, contracts, controversies, promises, damages, judgments, and demands relative to the operation of the practice arising prior to the date of closing.

11. Entire Agreement. This Agreement, including any and all exhibits and schedules attached hereto and other documents referred to herein that form a part of this Agreement, sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. Any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and are superseded by this Agreement. The parties hereto agree that this Agreement is the product of negotiation between and among the parties and, as such, its interpretation shall not be construed against either party.

12. Amendments. This Agreement may be amended, modified or supplemented only by written instrument duly executed by the Seller and the Purchaser.

13. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, personal representatives, successors and permitted assigns of the parties hereto, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all the other parties.

14. Confidentiality. Before and after the execution of this Agreement, each party to this Agreement shall, and shall cause its officers, accountants, counsel and other authorized representatives and affiliated parties, to hold in strict confidence and not use or disclose to any other party without the prior written consent of the other party, all information obtained in connection with the transaction contemplated hereby, except such information may be used or disclosed (i) when required by any regulatory authorities or governmental agencies, (ii) if required by court order or decree or applicable law, or (iii) if it is otherwise contemplated herein. Subject to the requirements of applicable law, neither party to this Agreement may make any news, release or any other public disclosure with respect to the transaction contemplated hereby without the prior written consent of the other party, which consent shall not be unreasonably withheld. The Purchaser and the Guarantors each agrees to maintain in strict confidence and secrecy any and all information of the Company related to the Mechanicsburg Business Assets and the Company's business, patients, and contracts, including, but not limited to, financial information, technology and proprietary information. In the event the transaction contemplated herein does not occur, any documents received or provided with respect

hereto shall immediately be returned to the party furnishing the same and the parties hereto, their affiliates, agents, representatives, successors and/or assigns agree not to retain any such documents or copies of any such documents.

15. Security Agreement. Purchaser shall simultaneously with the execution of this Agreement, execute a Security Agreement for the purpose of providing security to Seller for the performance of Purchaser's obligations under this Agreement.

16. Confession of Judgment. PURCHASER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR PURCHASER AFTER A DEFAULT UNDER THIS AGREEMENT, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST PURCHASER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY SELLER RELATING TO ANY COLLATERAL SECURING THIS AGREEMENT TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST PURCHASER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT. PURCHASER HEREBY WAIVES ANY RIGHT PURCHASER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT, EXCEPT ANY NOTICE AND/OR HEARING REQUIRED UNDER APPLICABLE LAW WITH RESPECT TO EXECUTION OF THE JUDGMENT, AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO PURCHASER'S ATTENTION OR PURCHASER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

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Initials

Initials

17. Notices. All notices and other communications that are required or permitted hereunder shall be sufficient if given in writing and delivered by registered or certified mail, return receipt requested, postage prepaid, as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

If to Purchaser:

Ashley Killinger and James Killinger

6581 Carlisle Pike

Mechanicsburg, PA 17058

It to the Seller:

Al's Pizza

c/o Al Haulman

409 North Enola Road

Enola PA 17025

18. Governing Law. This Agreement shall be interpreted and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania, without reference to the principles governing the conflicts of laws applicable in that or any other jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement brought against any of the parties only in the courts of the Commonwealth of Pennsylvania, County of Cumberland, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and irrevocably waives any objection to venue laid therein.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. In offering any counterpart in proof, it shall not be necessary to establish the existence or location of any other counterpart.

20. Cooperation. Subject to the terms and conditions hereof, each of the parties hereto shall use his/her/its best efforts to take, or cause to be taken, such action, to execute and deliver, or cause to be executed and delivered, such additional documents and instruments and to do, or cause to be done, all things necessary, proper or advisable under the provisions of this Agreement and under applicable law to consummate and make effective the transactions and undertakings contemplated by this Agreement and to vest in the Purchaser all right, title and interest in and to the Mechanicsburg Business Assets, whether at or after the Closing.

21. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof in such jurisdiction or under such circumstances, and any such invalidity or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstances.

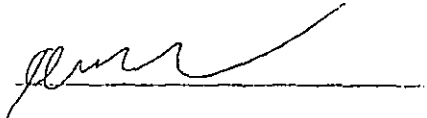
22. Fees and Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and

expenses) incurred in connection with this Agreement and the other related documents.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ATTEST:

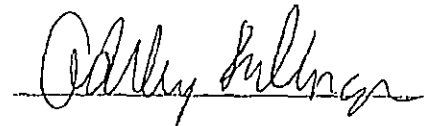
SELLER: AL'S PIZZA



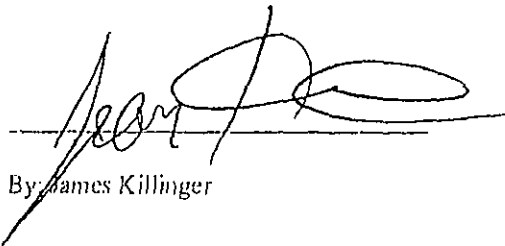
By: Al Haulman

ATTEST:

PURCHASER: ASHLEY KILLINGER AND
JAMES KILLINGER



By: Ashley Killinger



By: James Killinger

EXHIBIT "A"

Mechanicsburg Business Assets

- 1 - 5ft- Freezer United- Commercial Heavy Duty- Model # MS180-AAJWH Rheem- Name
- 2 - 7 ½ ft by 8 ft- True Freezer- Model # T3SF Unit # KAMB-007E-CAA
- 1 - 4 ft Chest Freezer- Gibson Fifteen Model # 81-2635-0414851151
- 1 - Safe
- 2 - Panasonic
- 1 - National- Commercial Heavy Duty by Rheem- 4 ½ ft Freezer
- 1 - Commercial Microwave Oven Model # TMW-1100E- Name: N/A
- ~~6~~ - Can/Food/Item Holding Rack
- ~~10~~ - Booth *9*
- 8 - Table
- ~~40~~ - Chair *37 High Top*
- 1 - Fax- Name: N/A (back up)
- 1 - Fax/Printer: HP Office Jet 650 / Printer: HP Disk Jet D2560
- 1 - Key Board
- 3 - PC Screens E/O Wire Head
- 3 - Computers E/O Wire Head
- 2 - Register Drawer
- 3 - Ithaca, Therm 200- Trasact Register Printer
- 2 - Cook Printer- Epson Model: M188B
- 1 - Salad Bar
- 1 - Hot Bar
- ~~4~~ - Crock Pot Buffet Bar- Name: Crock Pot *c/o Tony took*
- ~~3~~ - Chip Rack
- 3 - TV
- 3 - TV Stand
- 2 - Special Board
- 3 - Menu Board
- ~~1~~ - Cheese Sauce Machine- Gehls
- 1 - Pepsi Machine
- ~~1~~ - Pepsi Cooler *Change*
- ~~1~~ - Red Bull Cooler
- 1 - Coffee Maker
- 4 - Trash Bins
- 1 - Oven-Marshall-PS200
- 1 - Slove-Anvill Model # HPA1004
- 1 - Grill- Champion- Cook Series Model # A-DWWYOTF
- 2 - Fryers
- 4 - Fryer Basket

AF (AK)

- 3 - True Cooler
- 2 - Sub Side
- ~~1 - Pizza Board (marble top cutting board)~~
- 2 - Cutting Broad on Sub-Coolers
- 1 - Silver Rack Pizza Side (2 ft by 4 ft)
- 1 - Silver Rack Subside Sink (built-in) (5 ft by 2 ½ ft)
- 3 - Rack (in cooler walk-in)
- 1 - Sauce Trash Bin
- 4 - Bus-Boy Bin
- 1 - Dough Maker, HoBart Model #L800
- 1 - Dough Bowl
- 1 - Dough Hook/Spinner
- 1 - Cheese Grater (3 parts)
- 1 - Slicing Machine- Gravity Globe Food
- 2 - Silver Prep Table
- 1 - Air Conditioner- Commercial Cool
- 1 - Ice Machine
- 2 - Pan
- 4 - Frying pan
- 2 - Sauce Pan
- 2 - Kettle
- 3 - Deep Bowls Silver Sauce Bin
- ~~22 - Small Clear Bin~~
- ~~8 - Medium Clear Bin~~
- ~~8 - Large Clear Bin~~ Tony took
- ~~22 - Small Bin~~
- ~~8 - Medium Bin~~
- ~~8 - Large Bin~~
- 49 - Dough Tray or 100-50
- ~~2 - Scale (weight)~~ Tony took

AH (OK)

EXHIBIT "B"

Warranty Bill of Sale

RECEIVED

OCT 22 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

WARRANTY BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS Al's Pizza, ("Grantor"), in consideration of Two Hundred Twenty Thousand (\$220,000.00) Dollars and other good and valuable consideration paid by Ashley and James Killinger, ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant, sell, transfer and deliver unto Grantee, with WARRANTY COVENANTS the following:

All equipment as set forth in Exhibit A attached hereto

Grantor hereby warrants that it is the true and lawful owner of the Personal Property with good right to transfer the same as provided herein. The Personal Property hereby conveyed is conveyed AS IS, WHERE IS. Grantor disclaims all warranties of MERCHANTABILITY and FITNESS.

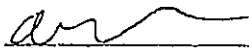
TO HAVE AND TO HOLD, all and singular the Personal Property to the Grantee, its successors and assigns, to its own use and behoof forever, all right, title and interest of the Grantor.

And Grantor does hereby covenant with the said Grantee that it is the lawful owner of the Personal Property; that the Personal Property is free from all encumbrances; that it has good right to sell the same as aforesaid; and that it will warrant and defend the same unto the said Grantee, its successors and assigns, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this ____ day of November, 2012.

ATTEST:

GRANTOR: Al's Pizza



By: Al Haulman

EXHIBIT "C"

Contracts to be Assigned

None

SECURITY AGREEMENT

November ____, 2012

The undersigned, Ashley Killinger and James Killinger, (herein collectively referred to as "Debtor"), hereby agrees in favor of Al Haulman and Al's Pizza with an office for the transaction of business located at 409 North Enola Road, Enola, PA 17025, (herein collectively referred to as "Secured Party"), intending to be legally bound, as follows:

1. **THE INDEBTEDNESS.** In consideration of one or more loans, advances, or other financial accommodations at any time before, at or after the date hereof made or extended by the Secured Party to or for the account of Debtor, directly or indirectly, as principal, guarantor or otherwise (the "Indebtedness") Debtor hereby grants to Secured Party a continuing security interest in and a right of set-off against, and Debtor hereby assigns to Secured Party, the Collateral described in Paragraph 2, to secure the payment, performance and observance of (i) all indebtedness, obligations, liabilities and agreements of any kind of Debtor to the Secured Party, now existing or hereafter arising, direct or indirect, absolute or contingent, secured or unsecured, due or not, arising out of or relating to the Indebtedness and (ii) all agreements, documents and instruments evidencing any of the foregoing or under which any of the foregoing may have been issued, created, assumed or guaranteed (all of the foregoing being herein referred to as the "Obligations").

2. **THE COLLATERAL.** The Collateral is described on Schedule "A" annexed hereto as part hereof and also includes all attachments, accessions and equipment now or hereafter affixed to the Collateral or used in connection therewith, substitutions and replacements therefor (unless the description of Collateral expressly excludes after-acquired Collateral), all items of Collateral now owned or existing and hereafter acquired, created or arising, and all proceeds thereof (including, without limitation, claims of Debtor against third parties for loss or damage to or destruction of any Collateral).

3. **WARRANTIES, REPRESENTATIONS AND COVENANTS.** Debtor warrants, represents and covenants that:

(a) The chief executive office and other places of business of Debtor, the Collateral and the books and records relating to the Collateral and the Collateral are, and have been during the four month period prior to the date hereof (or in the case of a new business, from the date of commencement of said business), located at the addressees set forth below and Debtor will not change the same, or merge or consolidate with any person or change its name, without prior written notice to and consent of the Secured Party;

(b) Debtor will use the Collateral for lawful and business purposes only, with all reasonable care and caution and in conformity with all applicable laws, ordinances and regulations;

(c) Debtor will keep the Collateral in first-class order, repair, running and marketable condition, at Debtor's sole cost and expense;

(d) The Secured Party shall at all times have free access to and right of inspection of the Collateral and any records pertaining thereto (and the right to make extracts from and to receive from Debtor originals or true copies of such records and any papers and instruments relating to any Collateral upon request therefor) and Debtor hereby grants to the Secured Party a security interest in all such records, papers and instruments to secure the payment, performance and observance of the Obligations;

(e) The Collateral is now and shall remain personal property, is not now a fixture and Debtor will not permit any Collateral which is not now a fixture to become a fixture without prior written notice to and consent of the Secured Party and without first making all arrangements, and delivering, or causing to be delivered, to the Secured Party all instruments and documents, including, without limitation, waivers and subordination agreements by any landlords or mortgagees, requested by and satisfactory to the Secured Party to preserve and protect the primary security interest granted herein against all persons;

(f) Debtor, at its sole cost and expense, will insure the Collateral in the name of and with loss or damage payable solely to the Secured Party, as its interest may appear, against such risks, with such companies and in such amounts, as may be required by the Secured Party from time to time (all such policies providing ten (10) days minimum written notice of cancellation to the Secured Party) and Debtor will deliver to the Secured Party the original or duplicate policies, or certificates or other evidence satisfactory to the Secured Party attesting thereto, and Debtor will promptly notify the Secured Party of any loss or damage to any Collateral or arising from its use;

(g) Debtor will, at its sole cost and expense, and at all times, pay and discharge all taxes and assessments and keep the Collateral free and clear of any and all liens, security interests or encumbrances (other than in favor of or approved by the Secured Party), perform all acts and execute all documents requested by the Secured Party from time to time to evidence, perfect, maintain or enforce the Secured Party's primary security interest granted herein or otherwise in furtherance

of the provisions of this Security Agreement;

(h) At any time and from time to time, Debtor shall, at its sole cost and expense, execute and deliver to the Secured Party such financing statements pursuant to the Uniform Commercial Code ("UCC"), applications for certificates of title and other papers, documents or instruments as may be requested by the Secured Party in connection with this Security Agreement, and Debtor hereby authorizes the Secured Party to execute and file at any time and from time to time one or more financing statements or copies thereof or of this Security Agreement with respect to the Collateral signed only by the Secured Party;

(i) In its discretion, the Secured Party may, at any time and from time to time, after a Default (as hereinafter defined) has occurred and is continuing, in its name or Debtor's or otherwise, notify any account debtor or obligor of any account, contract, document, instrument, chattel paper or general intangible included in the Collateral to make payment to the Secured Party;

(j) In its discretion, Secured Party may, at any time and from time to time, after a Default has occurred and is continuing, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable by Secured Party with respect to, any Collateral, and/or extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, or release, any Collateral or Obligations, all without notice to or consent by Debtor and without otherwise discharging or affecting the Obligations, the Collateral or the security interest granted herein;

(k) In its discretion, Secured Party may, at any time and from time to time, for the account of Debtor, pay any amount or do any act required of Debtor hereunder and which Debtor fails to do or pay, and any such payment shall be deemed an advance by Secured Party to Debtor payable on demand together with interest at the highest rate then payable on any of the Obligations;

(l) Debtor will pay Secured Party for any sums, costs, and expenses which Secured Party may pay or incur pursuant to the provisions of this Security Agreement or in negotiating, executing, perfecting, defending, or protecting the security interest granted herein or in enforcing payment of the Obligations or otherwise in connection with the provisions hereof, including but not limited to court costs, collection charges, travel expenses, and reasonable attorneys' fees, all of which, together with interest at the highest rate then payable on any of the Obligations, shall be part of the Obligations and be payable on demand;

(m) All proceeds of any other Collateral received by Debtor after the occurrence of a Default shall not be commingled with other property of Debtor, but shall be segregated, held by Debtor in trust for Secured Party, and

immediately delivered to Secured Party in the form received, duly endorsed in blank where appropriate to effectuate the provisions hereof, the same to be held by Secured Party as additional Collateral hereunder or, at Secured Party's option, to be applied to payment of the Obligations, whether or not due and in any order; and

(n) In its sole discretion, Secured Party may, at any time and from time to time, assign, transfer or deliver to any transferee of any Obligations, any Collateral, whereupon Secured Party shall be fully discharged from all responsibility and the transferee shall be vested with all powers and rights of Secured Party hereunder with respect thereto, but Secured Party shall retain all rights and powers with respect to any Collateral not assigned, transferred or delivered.

4. **DEFAULT.** It shall constitute an event of default ("Default") under this Security Agreement if an Event of Default shall have occurred under any of the Asset Purchase Agreement Documents executed on even date herewith from Debtor to Secured Party or if anyone or more of the following shall occur:

(a) Debtor shall fail to perform any covenant, agreement or obligation contained in this Security Agreement; or

(b) The Collateral shall be subjected to waste, sale, transfer or other disposition or any lien, encumbrance or other imposition is placed upon said Collateral; or

(c) Any levy, seizure, attachment, condemnation, forfeiture or other proceeding shall be brought against or with respect to the Collateral.

5. **REMEDIES.** Within thirty (30) days after written notice of any Default and at any time thereafter, Secured Party shall have the following rights and remedies (to the extent permitted by applicable law) in addition to all rights and remedies of a secured party under the UCC or of Secured Party under the Obligations, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:

(a) Secured Party may at any time and from time to time, with or without judicial process or the aid and assistance of others, enter upon any premises in which any Collateral may be located and, without resistance or interference by Debtor, take possession of the Collateral; and/or dispose of any Collateral on any such premises; and/or require Debtor to assemble and make available to Secured Party at the expense of Debtor any Collateral at any place and time designated by Secured Party which is reasonably convenient to both parties; and/or remove any Collateral from any such premises for the purpose of effecting sale or other disposition thereof (and if any of the Collateral consists of motor vehicles, secured Party may use Debtor's license plates); and/or sell, resell, lease, assign and deliver, grant options for or otherwise dispose of any Collateral in its then

condition or following any commercially reasonable preparation or processing, at public or private sale or proceedings or otherwise, by one or more contracts, in one or more parcels, at the same or different times, with or without having the Collateral at the place of sale or other disposition, for cash and/or credit, and upon any terms, at such place(s) and time(s) and to such person(s) as Secured Party deems best, all without demand, notice or advertisement whatsoever except that where an applicable statute requires reasonable notice of sale or other disposition Debtor hereby agrees that the serving of five days' notice by ordinary mail, postage prepaid, to any address of Debtor set forth in this Security Agreement shall be deemed reasonable notice thereof. If any Collateral is sold by Secured Party upon credit or for future delivery, Secured Party shall not be liable for the failure of the purchaser to pay for same and in such event Secured Party may resell such Collateral. Secured Party may buy any Collateral at any public sale and, if any Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely distributed standard price quotations, Secured Party may buy such Collateral at private sale and in each case may make payment therefor by any means. Secured Party may apply the sale proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party in attempting to collect the Obligations or enforce this Security Agreement or in the prosecution or defense of any action or proceeding related to the subject matter of this Security Agreement; and then to the Obligations in such order and as to principal or interest as Secured Party may desire; and Debtor shall remain liable and will pay Secured Party on demand any deficiency remaining, together with interest thereon at the highest rate then payable on the Obligations and the balance of any expenses unpaid, with any surplus to be paid to Debtor, subject to any duty of Secured Party imposed by law to the holder of any subordinate security interest in the Collateral known to Secured Party;

(b) Secured Party may appropriate, set off and apply to the payment of the Obligations, any Collateral in or coming into the possession of Secured Party or its agents, without notice to Debtor and in such manner as Secured Party may in its discretion determine.

6. **DESIGNATION AND AUTHORIZATION.** To effectuate the terms and provisions hereof, Debtor hereby designates and appoints Secured Party and each of its designees or agents as attorney-in-fact of Debtor, irrevocably and with power of substitution, with authority, after the occurrence of a Default, to: receive, open and dispose of all mail addressed to Debtor and notify the Post Office authorities to change the address for delivery of mail addressed to Debtor to such address as Secured Party may designate; endorse the name of Debtor on any notes, acceptances, checks, drafts, money orders, instruments or other

evidences of Collateral that may come into Secured Party's possession; sign the name of Debtor on any invoices, documents, drafts against and notices to account debtors or obligors of Debtor, assignments and requests for verification of accounts; execute proofs of claim and loss' execute endorsements assignments of other instruments of conveyance or transfer; adjust and compromise and; claims under insurance policies or otherwise; execute releases; and do all other acts and things necessary or advisable in the sole discretion of Secured Party to carry out and enforce this Security Agreement or the Obligations. All acts done under the foregoing authorization are hereby ratified and approved and neither Secured Party nor any designee or agent thereof shall be liable for any acts of commission or omission, for any error of judgment or for any mistake of fact or law. This power of attorney being coupled with an interest is irrevocable while any Obligations shall remain unpaid.

7. PRESERVATION AND DISPOSITION OF COLLATERAL;

MISCELLANEOUS. Secured Party shall have the duty to exercise reasonable care in the custody and preservation of any Collateral in its possession, which duty shall be fully satisfied if Secured Party maintains safe custody of such Collateral. Except as hereinabove specifically set forth, Secured Party shall not be deemed to assume any other responsibility for, or obligation or duty with respect to, any Collateral, or its use, of any nature or kind, or any matter or proceedings arising out of or relating thereto, including, without limitation, any obligation or duty to take any action to collect, preserve or protect its or Debtor's rights in the Collateral or against any prior parties thereto, but the same shall be at Debtor's sole risk and responsibility at all times. Debtor hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or with respect to this Security Agreement, the Obligations, the Collateral and its use and/or any actions taken or omitted to be taken by Secured Party with respect thereto, and Debtor hereby agrees to hold Secured Party harmless from and with respect to any and all such claims, causes of action and demands. Secured Party's prior recourse to any Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of the Obligations. No act, omission or delay by Secured Party shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by Secured Party of any Default or right or remedy which it may have shall operate as a waiver of any other Default, right or remedy or of the same Default, right or remedy on a future occasion. Debtor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any Obligations or Collateral, and all other notices and demands whatsoever (except as expressly provided herein). In the event of any litigation with respect to any matter connected with this Security Agreement, the Obligations or the Collateral, Debtor hereby waives the right to a trial by jury and all defenses, rights of set-off and rights to interpose counterclaims of any nature. Debtor hereby irrevocably consents to the jurisdiction of the Courts of the Commonwealth of Pennsylvania and of any Federal Court located in such State in connection with any action or proceeding arising out of or relating to the Obligations, this Security Agreement or the


Collateral, or any document or instrument delivered with respect to any of the Obligations. Debtor hereby waives personal service of any process in connection with any such action or proceeding and agrees that the service thereof may be made by certified or registered mail directed to Debtor at any address of Debtor set forth in this Security Agreement. Debtor so served shall appear or answer to such process within thirty (30) days after the mailing thereof. Should Debtor so served fail to appear or answer within said thirty (30) day period, Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount or such other relief as may be demanded in any process so served. In the alternative, in its discretion, Secured Party may affect service upon Debtor in any other form or manner permitted by law. All capitalized terms used and not otherwise defined shall have the meanings set forth in the Note and other terms herein shall have the meanings as defined in the UCC, unless the context otherwise requires. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Security Agreement and to such provision, and executed by the party to be charged. This Security Agreement and all Obligations are binding upon the successors, or assigns of Debtor and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party and its successors, endorsees and assigns. This Security Agreement and the Obligations shall be governed in all respects by the laws of the Commonwealth of Pennsylvania applicable to contracts executed and to be performed in such State. If any term of this Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby. Secured Party is authorized to annex hereto any schedules referred to herein. Debtor acknowledges receipt of a copy of this Security Agreement.

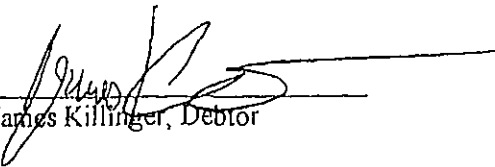
8. **ACKNOWLEDGMENT.** THIS SECURITY AGREEMENT CONTAINS A POWER OF ATTORNEY COUPLED WITH AN INTEREST THAT IS FOR THE SOLE BENEFIT OF THE SECURED PARTY. THIS SECURITY AGREEMENT IS BEING EXECUTED IN CONNECTION WITH THE SALE OF A BUSINESS AND THE EXECUTION OF AN ASSET PURCHASE AGREEMENT OR OTHER FINANCIAL TRANSACTION FOR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. THE SECURED PARTY UNDER THE POWER OF ATTORNEY IS NOT A FIDUCIARY FOR THE DEBTOR IN EXERCISING ANY OF THE SECURED PARTY'S RIGHTS OR POWERS PURSUANT TO THE POWER OF ATTORNEY AND MAY DO SO FOR THE SOLE BENEFIT OF THE SECURED PARTY AND NOT FOR THE DEBTOR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF TITLE 20, PENNSYLVANIA CONSOLIDATED STATUTES, SECTION 5601 ET SEQ. AS AMENDED (SPECIFICALLY INCLUDING ACT 39 OF 1999) SHALL NOT BE APPLICABLE TO THE POWER OF ATTORNEY.

IN WITNESS WHEREOF, the undersigned has executed or caused this Security Agreement to be executed in the Commonwealth of Pennsylvania as of the date first above set forth.

DEBTOR(S):

Ashley Killinger and James Killinger

By: 
Ashley Killinger, Debtor

By: 
James Killinger, Debtor

SCHEDULE "A"

All tangible and intangible personal property and assets of the Borrower, whether now owned or hereafter acquired or arising and wherever located, including but not limited to:

- (a) All Accounts, including Health-Care-Insurance Receivables;
- (b) Chattel Paper, including, without limitation, Tangible Chattel Paper and Electronic Chattel Paper;
- (c) Deposit Accounts;
- (d) Documents;
- (e) General Intangibles, including without limitation, Payment Intangibles and Software;
- (f) Goods, including without limitation, Equipment, Inventory, Fixtures and Accessories;
- (g) Instruments, including Promissory Notes;
- (h) Letter-of-credit rights; Supporting Obligations;
- (j) All monies which at any time the Secured Party shall have or have the right to have in its possession;
- (k) All books and records evidencing or relating to the foregoing, including, without limitation, billing records of every kind and description, customer lists, data storage and processing media, software and related material, including computer programs, computer tapes, cards, disks and printouts, and including any of the foregoing which are in the possession of any affiliate or any computer service bureau;
- (l) All substitutions and replacements for and products of any of the foregoing, and all accessories, accessions, attachments, parts and repairs now or hereafter attached or affixed to or made part of or used in connection with any of the foregoing; and
- (m) Proceeds of the above Collateral. In addition, if the Borrower shall at any time, acquire a Commercial Tort Claim, the Borrower shall immediately notify the Secured Party in a writing signed by the Borrower of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory

to the Secured Party.

As used herein, all terms that are defined in the UCC shall have the meanings ascribed to them in the UCC.

220,000.00 0.005 240

6%
New

Ashley

MONTHLY PAYMENT 3,000.00

717-856-8226

210,000.00 ↓ sept 1/2 payment
Oct Full payment

1	220,000.00	1,100.00	221,100.00	218,100.00
2	218,100.00	1,090.50	219,190.50	216,190.50
3	216,190.50	1,080.95	217,271.46	214,271.46
4	214,271.46	1,071.36	215,342.81	212,342.82
5	212,342.82	1,061.71	213,404.53	210,404.53
6	210,404.53	1,052.02	211,456.55	208,456.56
7	208,456.56	1,042.28	209,498.84	206,498.84
8	206,498.84	1,032.49	207,531.34	204,531.34
9	204,531.34	1,022.66	205,553.99	202,554.00
10	202,554.00	1,012.77	203,566.77	200,566.77
11	200,566.77	1,002.83	201,569.60	198,569.60
12	198,569.60	992.85	199,562.45	196,562.45
13	196,562.45	982.81	197,545.26	194,545.27
14	194,545.27	972.73	195,517.99	192,517.99
15	192,517.99	962.59	193,480.58	190,480.59
16	190,480.59	952.40	191,432.99	188,432.99
17	188,432.99	942.16	189,375.16	186,375.16
18	186,375.16	931.88	187,307.03	184,307.03
19	184,307.03	921.54	185,228.57	182,228.57
20	182,228.57	911.14	183,139.71	180,139.72
21	180,139.72	900.70	181,040.41	178,040.42
22	178,040.42	890.20	178,930.62	175,930.62
23	175,930.62	879.65	176,810.27	173,810.27
24	173,810.27	869.05	174,679.33	171,679.33
25	171,679.33	858.40	172,537.72	169,537.73
26	169,537.73	847.69	170,385.41	167,385.42
27	167,385.42	836.93	168,222.34	165,222.34
28	165,222.34	826.11	166,048.46	163,048.46
29	163,048.46	815.24	163,863.70	160,863.70
30	160,863.70	804.32	161,668.02	158,668.02
31	158,668.02	793.34	159,461.36	156,461.36
32	156,461.36	782.31	157,243.67	154,243.67
33	154,243.67	771.22	155,014.89	152,014.89
34	152,014.89	760.07	152,774.97	149,774.97
35	149,774.97	748.87	150,523.84	147,523.85
36	147,523.85	737.62	148,261.46	145,261.47
37	145,261.47	726.31	145,987.77	142,987.78
38	142,987.78	714.94	143,702.71	140,702.72
39	140,702.72	703.51	141,406.23	138,406.23
40	138,406.23	692.03	139,098.26	136,098.26
41	136,098.26	680.49	136,778.76	133,778.76
42	133,778.76	668.89	134,447.65	131,447.65
43	131,447.65	657.24	132,104.89	129,104.89
44	129,104.89	645.52	129,750.42	126,750.42
45	126,750.42	633.75	127,384.17	124,384.17
46	124,384.17	621.92	125,006.09	122,006.09
47	122,006.09	610.03	122,616.13	119,616.13
48	119,616.13	598.08	120,214.21	117,214.21
49	117,214.21	586.07	117,800.28	114,800.28
50	114,800.28	574.00	115,374.28	112,374.28
51	112,374.28	561.87	112,936.16	109,936.16
52	109,936.16	549.68	110,485.84	107,485.84
53	107,485.84	537.43	108,023.27	105,023.27
54	105,023.27	525.12	105,548.39	102,548.39
55	102,548.39	512.74	103,061.13	100,061.13

56	100,061.13	500.31	100,561.44	97,561.44
57	97,561.44	487.81	98,049.25	95,049.25
58	95,049.25	475.25	95,524.50	92,524.50
59	92,524.50	462.62	92,987.12	89,987.12
60	89,987.12	449.94	90,437.06	87,437.06
61	87,437.06	437.19	87,874.24	84,874.25
62	84,874.25	424.37	85,298.62	82,298.62
63	82,298.62	411.49	82,710.11	79,710.11
64	79,710.11	398.55	80,108.66	77,108.67
65	77,108.67	385.54	77,494.21	74,494.21
66	74,494.21	372.47	74,866.68	71,866.68
67	71,866.68	359.33	72,226.02	69,226.02
68	69,226.02	346.13	69,572.15	66,572.15
69	66,572.15	332.86	66,905.01	63,905.01
70	63,905.01	319.53	64,224.54	61,224.54
71	61,224.54	306.12	61,530.66	58,530.66
72	58,530.66	292.65	58,823.32	55,823.32
73	55,823.32	279.12	56,102.44	53,102.44
74	53,102.44	265.51	53,367.95	50,367.95
75	50,367.95	251.84	50,619.79	47,619.79
76	47,619.79	238.10	47,857.89	44,857.89
77	44,857.89	224.29	45,082.18	42,082.18
78	42,082.18	210.41	42,292.59	39,292.60
79	39,292.60	196.46	39,489.06	36,489.06
80	36,489.06	182.45	36,671.51	33,671.51
81	33,671.51	168.36	33,839.87	30,839.87
82	30,839.87	154.20	30,994.07	27,994.07
83	27,994.07	139.97	28,134.04	25,134.04
84	25,134.04	125.67	25,259.71	22,259.71

DETHLEFS-PYKOSH LAW GROUP, LLC

Darrell C. Dethlefs*
Michael J. Pykosh*
William W. Shook
Richard N. Orisko
Charles J. Hartwell
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Legal Staff
Sherry L. Deckman*
Crystal L. Mahoney
Melissa C. Foreman
Kathryn S. Fogle

*Licensed PA Title Agent

November 1, 2013

Via Hand Delivery Only

Re: AI's Pizza
6581 Carlisle Pike, Mechanicsburg, Pennsylvania 17050

To whom it may concern:

Please be advised that my law firm represents AI's Pizza.

My firm prepared an Asset Purchase Agreement and Security Agreement in connection with the sale of assets of AI's Pizza located at 6581 Carlisle Pike, Mechanicsburg, Pennsylvania 17050.

The assets were sold to an Ashley Killinger and James Killinger, as purchasers.


The purchasers, Ashley Killinger and James Killinger, have defaulted under the terms of the Asset Purchase Agreement and Security Agreement. Under the terms of the Asset Purchase Agreement, purchasers failure to make payment for a period of more than 30 days constitutes a default entitling seller to repossession of the assets.

AI Haulman and AI's Pizza have exercised its rights under the Asset Purchase Agreement and Security Agreement to regain possession of the assets.

By regaining possession of the assets, the sellers have merely regained possession of the business assets and have not purchased the business previously being operated by Ashley Killinger and James Killinger, as purchasers.

Any debts, liabilities of Ashley Killinger and James Killinger are their debts and not the debt of AI's Pizza and Subs. As indicated, AI's Pizza and Subs is merely exercising its right to retake possession of the assets. If you have any questions or need any additional information, feel free to contact me.

Very Truly Yours,



Darrell C. Dethlefs, Esquire

DCD/ksf

05/06/2013 ELECTRIC SERVICE

\$236.34

Bill Account: 49830-79049

Account Activity Statement

Date: 09/29/14

Page: 2

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	REG/TYPE	DAYS USED	KWH	BILLED KW
05/06/2013	Blue Pilot Energy		\$1578.75								
05/06/2013	ELECTRIC LIGHTING		\$22.03								
05/06/2013	Regular Bill	05/22	\$1837.12				0350/0012	36140A	31	15858	31.0000

05/24/2013	Payment		\$-1837.12								

06/06/2013	ELECTRIC SERVICE		\$236.62								
06/06/2013	Blue Pilot Energy		\$1478.83								
06/06/2013	ELECTRIC LIGHTING		\$21.65								
06/06/2013	Regular Bill	06/24	\$1737.10				0140/0107	36510A	32	14855	33.0000

06/19/2013	Payment		\$-1737.10								

07/05/2013	ELECTRIC SERVICE		\$199.04								
07/05/2013	Blue Pilot Energy		\$1267.00								
07/05/2013	ELECTRIC LIGHTING		\$19.79								
07/05/2013	Regular Bill	07/23	\$1485.83				0002/0216	36827A	29	12728	32.0000

07/26/2013	Payment		\$-1485.83								

08/05/2013	ELECTRIC SERVICE		\$250.72								
08/05/2013	Blue Pilot Energy		\$1590.74								
08/05/2013	ELECTRIC LIGHTING		\$19.93								
08/05/2013	Regular Bill	08/21	\$1861.39				0000/0379	37225A	31	15974	35.0000

08/22/2013	Payment		\$-1861.39								

09/05/2013	ELECTRIC SERVICE		\$237.48								
09/05/2013	Blue Pilot Energy		\$1458.85								
09/05/2013	ELECTRIC LIGHTING		\$19.93								
09/05/2013	Regular Bill	09/23	\$1716.26				0000/0242	37590A	32	14661	33.0000

10/01/2013	Late Payment Charge		\$35.17								
10/01/2013	Late Payment Charge		\$10.48								
10/01/2013	Late Payment Charge		\$0.94								

10/07/2013	ELECTRIC SERVICE		\$218.71								
10/07/2013	Blue Pilot Energy		\$979.23								
10/07/2013	ELECTRIC LIGHTING		\$19.95								
10/07/2013	Regular Bill	10/23	\$2980.74	\$1716.26			0090/0074	37835A	32	9870	32.0000

10/29/2013	Late Payment Charge		\$10.12								
10/29/2013	Late Payment Charge		\$0.94								
10/29/2013	Late Payment Charge		\$25.58								

11/04/2013	ELECTRIC SERVICE		\$249.57								
11/04/2013	Blue Pilot Energy		\$999.21								
11/04/2013	ELECTRIC LIGHTING		\$19.92								
11/04/2013	Regular Bill	11/20	\$4296.08	\$2980.74			0281/0030	38085A	29	10067	39.0000

11/13/2013	Payment		\$-2980.74								

11/26/2013	Late Payment Charge		\$25.98								
11/26/2013	Late Payment Charge		\$10.70								
11/26/2013	Late Payment Charge		\$0.93								

06/03/2014 Special Agreement

\$-11.12

Bill Account: 49830-79049

Account Activity Statement

Date: 09/29/14

Page: 4

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/ TYPE	DAYS USED	KWH	BILLED KW
06/03/2014	Special Agreement		\$-81.28								
06/03/2014	Special Agreement		\$-1005.14								
06/03/2014	Special Agreement		\$-0.98								

06/04/2014	ELECTRIC SERVICE		\$1411.65								
06/04/2014	ELECTRIC LIGHTING		\$21.76								
06/04/2014	SPECIAL AGREEMENT		\$1000.00								
06/04/2014	Regular Bill	05/20	\$2433.91	\$0.50			0076/0071	41246A	30	11212	33.0000

07/03/2014	ELECTRIC SERVICE		\$1680.90								
07/03/2014	ELECTRIC LIGHTING		\$21.47								
07/03/2014	SPECIAL AGREEMENT		\$33397.93								
07/03/2014	Regular Bill	07/22	\$37534.21	\$2433.91			0000/0267	41600A	29	14208	35.0000

08/04/2014	ELECTRIC SERVICE		\$1774.38								
08/04/2014	ELECTRIC LIGHTING		\$21.48								
08/04/2014	Regular Bill	08/20	\$39330.07	\$37534.21			0000/0320	41978A	32	15176	34.0000

09/03/2014	ELECTRIC SERVICE		\$1595.33								
09/03/2014	ELECTRIC LIGHTING		\$21.35								
09/03/2014	Regular Bill	10/03	\$40946.75	\$39330.07			0000/0233	42319A	30	13698	34.0000



PPL Electric Utilities

Questions? Please call our Business Accounts help line by Jan 27. 1-888-220-9991 Opt 4 businessaccounts@pplweb.com Visit us online at pplelectric.com

#3021

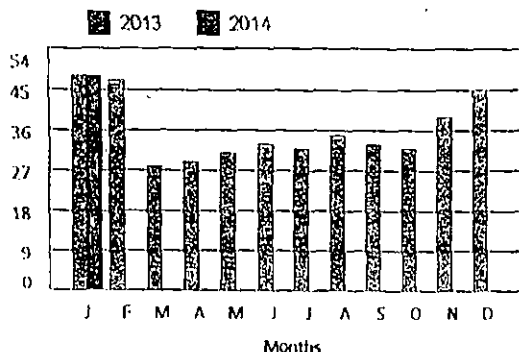
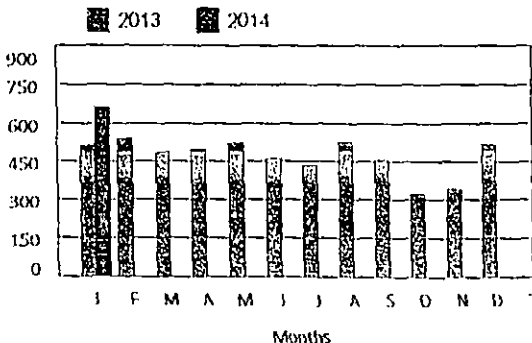
Bill/Acct. No.	Due Date	Amount Due
49830-79049	Jan 22, 2014	\$2,859.66

Your Electric Usage Profile

Service to:
JH PIZZA INC
581 CARLISLE PIKE
MECHANICSBURG, PA 17050

Your next meter reading is on or about Feb 5, 2014.

This section helps you understand your year-to-year electric use by month. Meter readings are actual unless otherwise noted.



Billing Summary

(Billing details on back)

Balance as of Jan 6, 2014	\$0.00
Charges:	
Total PPL Electric Utilities Charges	\$333.85
Total Blue Pilot Energy Charges	\$2,525.81
Total Charges	\$2,859.66
Amount Due By Jan 22, 2014	\$2,859.66
Account Balance	\$2,859.66

PPL Electric Utilities' price to compare for your rate is \$0.09250 per kWh. This changes the 1st of Mar, Jun, Sept, and Dec. Visit papowerswitch.com or www.oca.state.pa.us for supplier offers.

Your Message Center

Your account is overdue and scheduled for shut-off. A reconnect charge will be required to restore power if service is shut-off. A deposit or additional deposit may also be required.

If this balance has been paid, please notify our office between 8am to 5pm at 1-800-358-6623. You can also visit us at ppllectric.com to make arrangements, if applicable, for your overdue balance.

- You were billed for 1 area light(s).
- Peak Demand, 48.36 kW.
- Save postage and late charges - sign up for Automated Bill Payment.

Payment Methods

Online at: ppllectric.com

By phone: 1-800-342-5775 or call BillMatrix (service fee applies) at 1-800-672-2413 to pay using Visa, MasterCard, Discover or debit card.

By Mail: 2 North 9th Street CPC-GENN1 Allentown, PA 18101-1175

Correspondence should be sent to: Business Accounts 827 Hausman Road Allentown, PA 18104-9392

Other important information on the back of this bill →

1-27 - called Alon Hachman
 2/2/14
 re: bill
 # March is 5000
 military pay - old
 based on 11/10/13 - switched service requirements

Alon Hachman
 1-27-14
 re: bill
 # March is 5000
 military pay - old
 based on 11/10/13 - switched service requirements

→
 I am not sure if you were notified
 I am not sure if you were notified
 I am not sure if you were notified
 I am not sure if you were notified



Questions? Please call our Business Accounts help line by Feb 26. 1-888-220-9991 Opt 4 businessaccounts@pplweb.com

Visit us online at pplelectric.com

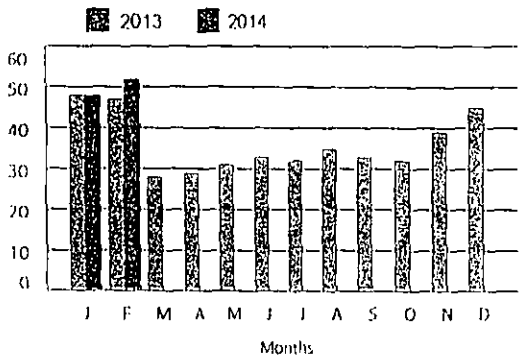
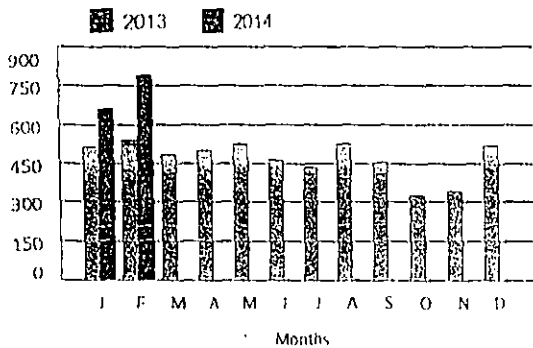
Bill Acct. No.	Due Date	Amount Due
49830-79049	Feb 26, 2014	\$12,801.91

Your Electric Usage Profile

Service to:
JH PIZZA INC
581 CARLSLE PIKE
MECHANICSBURG, PA 17050

Your next meter reading is on or about Mar 4, 2014.

This section helps you understand your year-to-year electric use by month. Meter readings are actual unless otherwise noted.



Billing Summary

(Billing details on back)

Balance as of Feb 10, 2014	\$0.00
Charges:	
Total PPL Electric Utilities Charges	\$360.91
Total Blue Pilot Energy Charges	\$12,441.00
Total Charges	\$12,801.91
Amount Due By Feb 26, 2014	\$12,801.91
Account Balance	\$12,801.91

PPL Electric Utilities' price to compare for your rate is \$0.09250 per kWh. This changes the 1st of Mar, Jun, Sept, and Dec. Visit papowerswitch.com or www.oca.state.pa.us for supplier offers.

Your Message Center

- You were billed for 1 area light(s).
- Peak Demand, 51.60 kW.
- With paperless billing, you can receive and pay your PPL Electric Utilities bills online. The process is free, quick, convenient and secure. To learn more or sign up, visit pplelectric.com.
- Before digging around your home or property, you should always call the state's One Call notification system to locate any underground utility lines. You can do this by simply dialing 811, which will connect you to the One Call system. Be safe and call 811 before you dig.

Payment Methods

Online at:
pplelectric.com

By phone: 1-800-342-5775
or call BillMatrix (service fee applies)
at 1-800-672-2413 to pay using Visa,
MasterCard, Discover or debit card.

By Mail:
2 North 9th Street
CPC-GENN1
Allentown, PA 18101-1175

Correspondence should be sent to:
Business Accounts
827 Hausman Road
Allentown, PA 18104-9392

Other important information on the back of this bill →

~~Back~~ Blue P.L.U.
Ability answer (?)'s on rec-line

File Dispute with PPL

Call PPL 30 days - call from
PUC back to let
them know



PPL Electric Utilities

Questions? Please call our Business Accounts help line by Mar 24. 1-888-220-9991 Opt 4 businessaccounts@pplweb.com

Visit us online at pplelectric.com

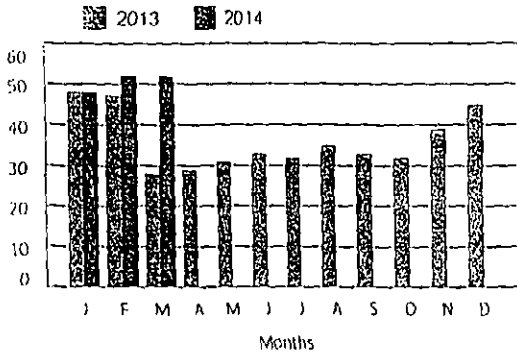
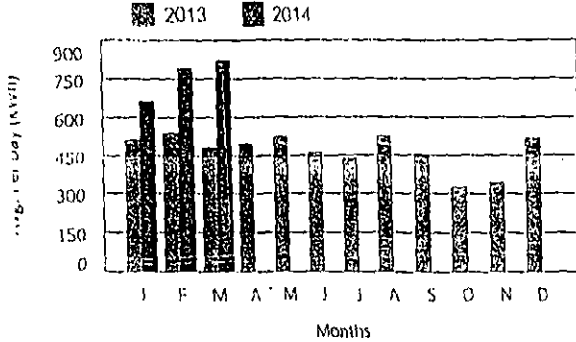
Bill Acct. No.	Due Date	Amount Due
49830-79049	Mar 24, 2014	\$25,415.48

Your Electric Usage Profile

Service to:
AJH PIZZA INC
6581 CARLISLE PIKE
MECHANICSBURG, PA 17050

Your next meter reading is on or about Apr 3, 2014.

This section helps you understand your year-to-year electric use by month. Meter readings are actual unless otherwise noted.



Billing Summary

(Billing details on back)

Balance as of Mar 6, 2014	\$12,801.91
Charges:	
Total Blue Pilot Energy Charges	\$12,057.89
Total PPL Electric Utilities Charges	\$555.68
Total Charges	\$25,415.48
Amount Due By Mar 24, 2014	\$25,415.48
Account Balance	\$25,415.48

PPL Electric Utilities' price to compare for your rate is \$0.10391 per kWh. This changes the 1st of Mar, Jun, Sept, and Dec. Visit papowerswitch.com or www.oca.state.pa.us for supplier offers.

Your Message Center

- You were billed for 1 area light(s).
- Peak Demand, 51.84 kW.
- The \$12,801.91 balance includes \$68.29 in prior late payment charges.
- With paperless billing, you can receive and pay your PPL Electric Utilities bills online. The process is free, quick, convenient and secure. To learn more or sign up, visit pplelectric.com.
- Save postage and late charges - sign up for Automated Bill Payment.

Payment Methods

Online at: pplelectric.com

By phone: 1-800-342-5775 or call BillMatrix (service fee applies) at 1-800-672-2413 to pay using Visa, MasterCard, Discover or debit card.

By Mail:
2 North 9th Street
CPC-GENN1
Allentown, PA 18101-1175

Correspondence should be sent to:
Business Accounts
827 Hausman Road
Allentown, PA 18104-9392

Other important information on the back of this bill →

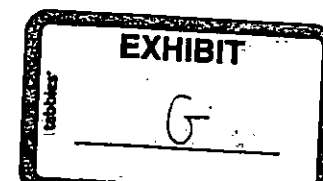
Account Contact History
Account: 4983079049 Customer Name: AJH PIZZA INC
From 7/1/2010 to 9/29/2014

Contact Date	Contact Type	Remarks	User
2014-09-18	Data Repair	DUPLICATE BILL Update dt_due dt_extrn_to on bill_info_hdr	CSSDR044
2014-09-17	Issued Duplicate Bill With New Date	Rcvd email from our atny's that they rcvd an email from the counsel for r/p that they havent received the bills. The m/a on the acct is the same as what they always had which is the premise address. CSS shows each bill has been sent out. I am issuing a dupl bill for the most recent bill dated 9/3. Extended due date to 10/3/14. NO CONTACT WITH CUSTOMER.	MARILYN NUNEZ
2014-08-01	Miscellaneous	WATT (Formal Complaints - Open Lehigh) Work Item 899355 Created	MARILYN NUNEZ
2014-06-18	Miscellaneous	working commercial ounning, puc complaint active. no action taken	DONNA E WEBSTER
2014-06-10	Product Change	Placing PUC Formal back on the acct. Rcvd email from our atny's that while the Associate they s/w on 6/6 was fine with the Certificate of Satisfaction for his client, the partner in the firm called them back & stated he doesnt agree w/ the COS. Placing susp back on acct & canceling p/a per our atny's.	MARILYN NUNEZ
2014-06-10	SC - PUC Formal Complaint	Placing PUC Formal susp back on the acct. Rcvd email from our atny's that while the Associate they s/w on 6/6 was fine with the Certificate of Satisfaction for his client, the partner in the firm called them back & stated he doesnt agree w/ the COS. Placing susp back on acct & canceling p/a per our atny's.	MARILYN NUNEZ
2014-06-06	SC - PUC Formal Complaint	Received copy of Certificate of Satisfaction. Filed copy.	e02622
2014-06-03	PUC/Formal	cont..Blue Pilot Energy. He will still persue them for the high rates they were billed. Sent email to our atny's so that they can mail him a Certificate of Satisfaction. Satisfied.	MARILYN NUNEZ
2014-06-03	Create Special Agreement	s/w son, Bret Haulman, as a settlement for the PUC Formal re: high supplier chrges, Bret offered to pay \$1,000 plus curmt bill starting next bill. I set up 34 instalmnts starting w/ next bill. I accidently forgot to move \$0.50 of this baln, left this amt to be billed with next bill. Also, cust confirmed his dispute is w/ the supplier..cont	MARILYN NUNEZ
2014-06-03	Credit - Outbound Call	SW/mgr JASON TYNER, left msg with him to advise owner/accts payable that while PUC makes decision continue to pay current bills/charges not in dispute. Last pymt rec'd 2/5/14.	KERI LUCKENBILL
2014-05-03	PUC/Formal	4th attempt: I called to s/w owner, Alan Haulman, not there. Was told he will be in tomorrow. His son, Bret, will be in at 10am. I will call back at that time to s/w son.	MARILYN NUNEZ
2014-05-15	Correspondence - General	Template Name Contact PPL: Created By Nunez,Marlyn: Letter Edited Yes: CS Letters ID 689189	CSLET
2014-05-15	PUC/Formal	3rd attempt: I called to s/w owner, Alan Haulman, wasnt there. Gave msg to employee, Tom, w/ my contact #. He will have him call me. Also mailed contact letter.	MARILYN NUNEZ
2014-05-07	Special Situation	HIGH BILL ALERT	SUPP_HB
2014-05-01	PUC/Formal	cont..Per his lawyer, as long as we have the Formal we cannot shut off his srv. I offered to set up a s/a on the baln which is curmtly \$31,191.14. I can set up 16 instalmnts for this baln in the amt of \$1,949. He prefers his son s/w me. I gave him my phone # & ext. He will have his son call me.	MARILYN NUNEZ
2014-05-01	PUC/Formal	2nd attempt: I called & s/w owner, went over the suppliers high rate each mnth. There rate started increasing in Feb where their rate increased from 10.90 to 44.90 for both Feb & March. His son is the one handling this. His son, Brett, called the supplier but didnt get no where with them. This is why they have a lawyer..cont	MARILYN NUNEZ
2014-04-22	PUC/Formal	1st attempt: I called & tm for Alan Haulman to call me in re: to the PUC Formal complaint re: high supplier chrges. I also called the primary # & the gentleman there gave me another # to call him at, 717-732-8100. I tried that # but he wasnt there, I was told by the person on the line that he is on vacation. If cust calls back, transfer to ext 4369. Tks.	MARILYN NUNEZ
2014-04-14	Miscellaneous	Catherine McDonald, atty - did not provide any specific into to customer, she is representing them and wanted to know how they could protect acct from term if they filed a complaint, adv when a complaint is filed thru the PUC the acct is protected from collections until the PUC comes back with a decision, cust sat	JESSICA MARIE ROSATO
2014-04-10	SC - PUC Formal Complaint	PUC Formal Complaint Docket No. C-2014-2415273; No prior PUC Informal complaint. The customer does not agree with price per kWh he was being charged by Blue Pilot Energy. Referred to Monica Andrews for review and response to the OGC.	E02623

RECEIVED

OCT 22 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



2014-04-09	SC - GRACE EXTENSION	s/w Brett Haulman-son and co-owner--explained no formal complaint filed with PUC per letter we received--offered spec. agree of c/b+\$8472.00 for 3 months (past due of \$25,415.48)--aware if no s/a set up acct. will go into collections--will discuss with his father Alan and call me back--added g/e to give time for him to call me back	e02902
2014-04-08	Cut Out for Non-Pay Voided	Letter rcvd today from Dethlefs-pykosh law group; indicated they filed PUC informal	SHARON R ARMBRUSTER
2014-04-05	Special Situation	HIGH BILL ALERT	SUPP_HB
2014-04-03	Cut Out for Non-Pay Issued		CUMCLO24
2014-03-28	3-day call - Ratepayer	CUBCLO24	CUBCLO24
2014-03-27	Non-Residential Collection II	CUT DATE: 2014-04-03 AMOUNT: \$25,415.48	
2014-03-26	Customer Choice Drop	ESSCO DROP	
2014-03-26	Batch Enrollment		
2014-03-25	Choice Billing	Caller Alan Haulman, Ratepayer, CSR Comments:contd---due amt of 12,801.91 totaling \$17,006.44 (if customer calls back to request s/a please setup s/a as stated in notes) customer aware in active collections sat--ctc phone for customer is 717 557-3939	BARBARA S BZDICK
2014-03-25	Choice Billing	Caller Alan Haulman, Ratepayer, CSR Comments:High rate being chgd with egs Blue Pilot cust stated called egs to cancel to return to ppl eu cust only wanted to pay dist chgs discussed with senior -advd cust to ctc puc and if given case# callbck for 10 day hold-I offered special agreemnt for curr bill avcd he would need to pay 1/3 of bill &4204.53 + past waived deposit - due to high supplier charges - rep had cst on phone - will discuss spec agmt	BARBARA S BZDICK
2014-03-25	Security Deposit One-Time Waive	Caller alien hallman, Ratepayer, CSR Comments:s/w alien hallman one of the owners cust states he only wants to stay w ppl. #80 ac	PATRICIA T JONES
2014-03-25	Credit	Deposit Notification Letter - Commercial	AMAIRANIS CONTRERAS
2014-03-24	Correspondence - Deposits	HIGH BILL ALERT	
2014-03-07	Special Situation	HIGH BILL ALERT	SUPP_HB
2014-02-11	Special Situation	HIGH BILL ALERT	SUPP_HB
2014-01-04	Cut Out for Non-Pay Issued		CUMCLO24
2013-12-30	3-day call - Ratepayer	CUBCLO24	CUBCLO24
2013-12-27	Non-Residential Collection II	CUT DATE: 2014-01-06 AMOUNT: \$3,640.00	
2013-12-20	Correspondence - Deposits	Deposit Warning Letter - Commercial	
2013-11-13	CSS WEB Interface Payment	One Time Pmt Amt: \$2,980.74, Caller name: bret haulman-owner, Relationship: Ratepayer, Previous Email Address: - New Email Address: haulman412@gmail.com, Customer Satisfied: Yes; Confirmation Number: 13111322	DANIELLE M YURCHO
2013-11-13	WEB Maintain Bill Account	Caller bret haulman-owner Updated email address from 'None' to 'haulman412@gmail.com'. Caller BRETT, OWNER, Ratepayer, CSR Comments:BRETT, OWNER, TERM SCHED ON ACCT SINCE 11/4 ANT DUE 2890.74, SAYS BILL IS NOT ALL THEIR RESPONSIBILITY, XFERED TO BILLING TO STRAIGHTEN OUT, SAT	DANIELLE M YURCHO
2013-11-13	Credit		KIMBERLY HARRIS
2013-11-02	Cut Out for Non-Pay Issued	CUT DATE: 2013-11-04 AMOUNT: \$2,980.74	CUMCLO24
2013-10-28	Non-Residential Collection II	SW BRET HAULMAN, CO-OWNER, Calling to start service under AJH PIZZA INC. Inform account opened on 09/06/12. Inform TOTAL account balance \$2980.74 and \$1716.26 is past due and \$1264.48 DD: 10/23. Provided CONSEQUENCES of NOT keeping up with payments. Understands.	
2013-10-21	Credit - Connect/Disconnect	WU_WALKIN paid \$1861.39	JAVID YUNEZ
2013-08-21	Credit	WU_WALKIN paid \$1465.83	SELF SERVICE USER
2013-07-26	Credit	Program Name - Efficient Equipment Commercial Lighting Job Id - PPLDI-12-2853 Install Date - 11/1/2012 Invoice Date- Incentive - 2388.07	SELF SERVICE USER
2013-01-15	Act 129	cust turned heat down also had 3 space hrs on....sat, talked to james	CSSDR044
2012-12-20	SC - GRACE EXTENSION		e19230
2012-12-17	Investigation Field-Contact	cust turned heat down also had 3 space hrs on....sat.....talked to james	MYRNA L DRAYTON
2012-12-17	HBI - Less than 75 KW Completed	Reviewed Bill Highlights? N Reviewed Bill History? N Reviewed Daily/Hourly Usage? Y Customer Satisfied? HUNG UP.	MYRNA L DRAYTON
2012-12-10	Bill Comparison		KATHLEEN A KRAYER

2012-12-10	HBI - Less than 75 KW Issued	CUSTOMER HUNG UP. LESS THAN 1 YEAR OF HISTORY. SHE MENTIONED THEY ARE HAVING PROBLEMS WITH THEIR ELECTRIC HEAT AND SOMEONE IS SCHEDULED TO COME LOOK AT IT.	KATHLEEN A KRAYER
2012-12-10	SC - HIGH BILL COMPLAINT	CUSTOMER HUNG UP. LESS THAN 1 YEAR OF HISTORY. SHE MENTIONED THEY ARE HAVING PROBLEMS WITH THEIR ELECTRIC HEAT AND SOMEONE IS SCHEDULED TO COME LOOK AT IT.	e158298
2012-12-10	Maintain Bill Account	SW ASHLEY JILLINGER OWNER. REMOVED MA 409 N ENOLA RD ENOLA PA 17025. BILLS TO BE SENT TO PREMISE.	KATHLEEN A KRAYER
2012-11-21	Cust Choice 1 Bill	ESCO ADD ONE BILL	
2012-11-21	Batch Enrollment		
2012-11-21	Electric Outage - Issuance	Cond 1: Cond 2: Cond 3: Cond 4: Note:e166236 [Call Type:80 Partial Power] Comments:Customer reset the breaker but problem still exist. All major appliances are NOT working. Overhead services.	WCT
2012-11-21	WEB Maintain Bill Account	Updated alternate phone from: to 717-557-2169 had a supplier on the phone, tina from blue pilot, asked for kwh usage and acct number, ashley asked that I provide that information.	DAVID YUNEZ
2012-11-19	Choice Inquiry	CONNECT LIGHTS	CAROLYN K GRANTZ
2012-09-12	Connect Lighting Completed		JENNIFER L TOMEL
2012-09-12	Connect Lighting Maintained		JENNIFER L TOMEL
2012-09-06	Electric Choice New Customer Kit		CUBSO214
2012-09-06	Choice Inquiry	New Connect, Privacy Release: Default - OK to Release All	SYSTEM SYSTEM
2012-09-06	Connect Completed		PATRICIA WOODWORTH
2012-09-05	Customer Maintained	sw alan haulman, owner - states fed tax id is same as acct # 56380-83007 in name of "af's pizza & subs. added in tax id #. sat TYPE OF CONNECT REQUEST: BOTH RATEPAYER OWNS THE PROPERTY: RATEPAYER WILL OCCUPY THE PROPERTY: NON-RESIDENTIAL USE ASSOCIATED WITH THE PROPERTY: TYPE OF PROPERTY: RESIDENTIAL ELECTRIC HEAT: RESIDENTIAL USE ASSOCIATED WITH THE PROPERTY: NONE RESIDENTIAL USE WILL BE FOR THE RATEPAYERS SOLE BENEFIT:	PATRICIA WOODWORTH
2012-09-05	Connect Questions	sw alan haulman, owner. issued connect eff 9/5/12. no sec dp. current cust. sat.	PATRICIA WOODWORTH
2012-09-05	Connect Lighting Issued	Electric sw alan haulman, owner. Issued connect eff 9/5/12. no sec dp. current cust. sat.	PATRICIA WOODWORTH
2012-09-05	Connect Issued		PATRICIA WOODWORTH

Account Contact History
Account: 4983079021 Customer Name: AL'S PIZZA & SUBS
From 7/2/2008 to 9/30/2014

Contact Date	Contact Type	Remarks	User
2013-10-18	Credit - Connect/Disconnect	Caller Ashley Killinger- owner, Ratepayer, CSR Comments:sw rp Ashley Killinger who wanted to make sure that service was no longer billing her name. sat.	VANESSA E HABEL
2011-12-14	Disconnect Lighting Issued		JENNIFER L TOMEL
2011-12-09	Call Transfer		GEORGEANN PICKERING
2011-11-30	Maintain Bill Account	domingo-new owner-calling to connect sergicer-transferred to #80080 sw alan haulman owner added mailing adrrs for final bill will have new owner call to conn does not want to disconn...sat kbb	KRISTLE K BEHLING
2011-10-03	CSS WEB Interface Payment	One Time Pmt Amt: \$2,475.86, Caller name: allen haulman - owner, Relationship: Ratepayer, Previous Email Address: - New Email Address: haulman412@aol.com, Customer Satisfied: Yes; Confirmation Number: 11100343	BETHANY J WEBER
2011-10-03	WEB Maintain Bill Account	Updated email address from 'None' to 'haulman412@aol.com'.	BETHANY J WEBER
2011-09-29	3-day call - Ratepayer	CUBCL024	CUBCL024
2011-09-28	Non-Residential Collection II	CUT DATE: 2011-10-05 AMOUNT: \$2,475.86 Cond 1: Cond 2: Cond 3: Cond 4: Note:IVR [Call Type:10 No Lights] Comments:none	
2011-08-21	Electric Outage - Issuance	IVR Account Balance Cust Inquiry	IVR
2011-08-12	IVR Account Balance Cust Inquiry	IVR Account Balance Inquiry	CS_IVR_B
2011-08-04	IVR Account Balance Cust Inquiry	IVR Account Balance Inquiry	CS_IVR_B
2011-06-01	Leave Door Hanger Issued	DELIVER 3 DAY NOTICE	CUMCL024
2011-05-27	Non-Residential Collection II	CUT DATE: 2011-06-06 AMOUNT: \$2,715.55 debbie hallman-owners wife-calling to make sure she is not on paperless billing-verified bills are sent In mail to mailing address on acct which is correct-she will make payment -offered ext.-stated not needed	GEORGEANN PICKERING
2011-05-23	Billing - ICS	IVR Account Balance Inquiry	CS_IVR_B
2011-05-23	IVR Account Balance Cust Inquiry	One Time Pmt Amt: \$5,307.87, Caller name: Debbie Hollman, Relationship: Spouse, Email Not Updated, Customer Satisfied: Yes; Confirmation Number: 11040514.HR	
2011-04-05	Cut Out for Non-Pay Voided	SYSTEM GENERATED ORDER BASED ON CUSTOMER PAYMENT	HEATHER ROSSI
2011-04-05	Cut In Issued	One Time Pmt Amt: \$5,307.87, Caller name: Debbie Hollman, Relationship: Spouse, Email Not Updated, Customer Satisfied: Yes; Confirmation Number: 11040514	HEATHER ROSSI
2011-04-05	CSS WEB Interface Payment	IVR Account Balance Inquiry	CS_IVR_B
2011-04-05	IVR Account Balance Cust Inquiry		CUMCL024
2011-04-05	Cut Out for Non-Pay Issued		
2011-03-29	Non-Residential Collection II	CUT DATE: 2011-04-05 AMOUNT: \$5,307.87 Pmt made: 3040.09, Term Date 0001-01-01, ; Confirmation Number: 11022054	IVR
2011-02-22	IVR Customer Initiated Payment	RETURNED ITEM AMOUNT \$ 3040.09 DATE OF RETURNED ITEM: 2011-02-22 REASON: (R01) INSUFFICIENT FUNDS	CUBAR080
2011-02-22	Returned Item	Return Item - Friendly	
2011-02-22	Correspondence - Returned Item	s/w Debbie Hallman (co-owner) - made payment this a.m., but ck payment from 2/9/11 bounced - advd cust this payment went through & when her payment from 2/22 posts, will have excess credit on acct \$57.53; due today, 2/22/11 for \$2,982.56 - cust stated can't make both, but will ck w/bank & find out if ck okay & wcb - cust sat - sar	SUSAN A ROSSI
2011-02-22	Credit	sw debbie hallman (owners wife) trans 90072	SHERRY ANN MAKUTA
2011-02-22	Call Transfer	Cond 1: Cond 2: Cond 3: Cond 4: Note:WEB [Call Type:10 No Lights] Comments:none	WEB
2011-02-04	Electric Outage - Issuance	Cond 1: Cond 2: Cond 3: Cond 4: Note:WEB [Call Type:10 No Lights] Comments:none	WEB
2011-02-02	Electric Outage - Issuance	Cond 1: Cond 2: Cond 3: Cond 4: Note:WEB [Call Type:10 No Lights] Comments:none	WEB

2010-09-01	Budget Billing	PPL BUDGET PROGRAM AND ANNUAL BASE CHANGED TO INCLUDE SUPPLIER CHARGES	CUBBI011
2010-04-15	Call Transfer	trans to 90072 Joseph Grissi has extn on acct. but needs a little more time to pay.	SHELLY D WILLIAMS
2010-02-16	SC - GRACE EXTENSION	Cust. Double Billed	e162788
2010-02-11	SC - HIGH BILL COMPLAINT	Bill higher than it should be, cust wants new invoice with corrected amount.	e162788
2010-02-11	SC - Internal Suspend	Cust. Double Billed.	e162788
2009-12-28	Choice Inquiry	Privacy Release Mailing, Privacy Release: No Response - OK to Release Usage	SYSTEM SYSTEM
2009-11-23	Credit - Payment Made	confirmed 11/18/09 pymt of \$1080.10 was custs Ck # 2225 dated 11/16/09 was processed correctly...rec'd stub from Cash	JOY M CRUGNALE
2009-11-19	Choice Inquiry	Ops indicating he wanted \$1068.17 posted...we applied amt written on check	CL2PRA
		Privacy Release Mailing	



250 Pilot Rd. Suite 300
Las Vegas, NV 89119
Phone 800.451.6956
Fax 800.451.5685

www.bluepilotenergy.com

December 19, 2012

Al's Pizza & Subs
6581 Carlisle Pike
Mechanicsburg, PA 17050

Dear Ms. Ashley Killinger,

RECEIVED

OCT 22 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Welcome to Blue Pilot Energy, LLC! Thank you for choosing Blue Pilot for your energy needs! The team at Blue Pilot Energy has been in the utility industry for over 20 years and prides itself in providing service at competitive prices along with knowledgeable and courteous customer service. Attached, you will find a copy of Blue Pilot's disclosure statement for your review. Please keep a copy of this statement for your records.

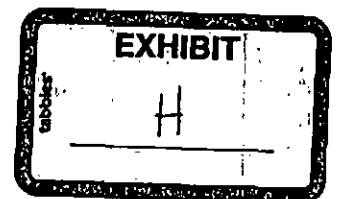
At Blue Pilot Energy, our Customer Care representatives stand ready to answer all of your questions regarding the services that we provide. Feel free to give us a call at 877.513.0246 or log on to www.bluepilotenergy.com.

Thank you for the opportunity to earn your business - now and in the future!

Sincerely,

Your Blue Pilot Energy Customer Care Department

Blue Pilot Energy, LLC * 250 Pilot Road, Suite 300, Las Vegas, NV 89119
800.451.6956 * www.bluepilotenergy.com



Certificate of Service

Alan Haulman d/b/a AJH Pizza, Inc. :
Complainant :
 :
v. : C-2014-2415273
 :
PPL Electric Utilities Corporation :
 :
And :
 :
Blue Pilot Energy, LLC, :
Respondents :

I, Darrell C. Dethlefs, Esq., the undersigned, hereby certify that a true and correct copy of the foregoing document, the Brief of the Complainant in Support of the Formal Complaint Against Respondents PPL Electric Utilities Corporation and Blue Pilot Energy, LLC, was served on the following:

Jessica R. Rogers
Post & Schell PC
17 N. Second Street, 12th Floor
Harrisburg, PA 17101-1601

Karen O. Moury
Buchanan Ingersol & Rooney PC
409 N. Second Street, Suite 500
Harrisburg, PA 17101-1357

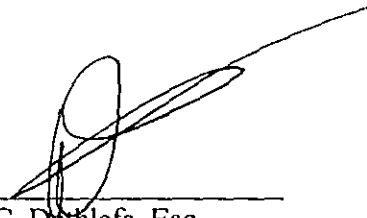
Nazario J. Jureidini, Esq.
Blue Pilot Energy, LLC
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
PO Box 3265
Harrisburg, PA 17105-3265

Honorable Dennis J. Buckley
PO Box 3265
Harrisburg, PA 17105-3265

Date: 10/21/14

BY:



Darrell C. Dethlefs, Esq.
Dethlefs-Pykosh Law Group, LLC
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Supreme Court ID No. 58805

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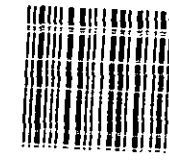
OCT 22^{JS} 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Darrell C. Dethlefs, Esq.
Dethlefs-Pykosh Law Group, LLC
2132 Market Street
Camp Hill, PA 17011



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17105

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Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
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