

Approval for Transfer & Exercise of Common Carrier or Contract Rights  
Application of All Platinum Transportation, LLC - Transfer of A-00122591, Utility Code 641621  
**APPLICATION FOR APPROVAL OF TRANSFER  
AND EXERCISE OF COMMON CARRIER OR CONTRACT RIGHTS**

\_\_\_\_\_  
**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
\_\_\_\_\_

Application of All Platinum Transportation, LLC  
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

as a common carrier, described at Docket  
(common - contract)

No. A-00122591, Folder No. \_\_\_\_\_, issued to

Classic British Limousine Service Inc.  
(Transferor – Seller)

for transportation of persons  
(persons – household goods)

**SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION**

1. All Platinum Transportation, LLC  
(Full and Correct Name of Applicant/Transferee)

2. \_\_\_\_\_  
(Trade Name, If Any)

The trade name \_\_\_\_\_ been registered with the Secretary of the Commonwealth  
(has or has not)

on \_\_\_\_\_ (attach copy of stamped registration form.)  
(Date)

3. 415 Elmwood Avenue \_\_\_\_\_  
(Business Street Address) (P. O. Box, If Any)

Sharon Hill Delaware PA 19079 609-707 2359  
(City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (for this application) is:  
Nicholas D. George, Arangio & George LLP 2000 Market St., Ste 1440, Philadelphia, PA 19103  
ngeorge@arangiojorge.com 215-567-1999  
\_\_\_\_\_  
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Brian Stubbs c/o Arangio & George, LLP, 2000 Market St., Ste. 1440, Philadelphia, PA 19103

(Name)

(Address)

Transferor: Raymond Jaklitsch, Jr. 8910 Soaring Oak, San Antonio TX 78255

(Name)

(Address)

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

A- \_\_\_\_\_ and operates as a \_\_\_\_\_ carrier. (common or contract)

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

No. A- \_\_\_\_\_.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name)

(Address)

X Corporation. Organized under the laws of the state of PA

and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on April 29, 2014 (Attach copy of Certificate of

Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares

held by each stockholder. (Attached – see Exhibit “C” – Cert. of Organization See

Exhibit D – Operating Agreement, pp.3, 7 listing Mr. Stubbs as Manager / sole member.)

9. If applicant, its stockholder or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

10. Applicant proposes to acquire ALL (See Ex.A) of the operating rights now held by transferor.  
(all or part)

Attach a sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted give reasons. (See Sales Agreement – Exhibit “A,” ¶1)

11. The reason for the transfer is Sale / transfer of PUC License. No other assets of Transferor are being acquired.

12a. The following must be attached:

- X Sales Agreement (Attached – See Exhibit “A”)
- X List of equipment to be used to render service. (Summarized by type) (See Verified Statement)
- X Operating authority to be transferred/retained. (See Sales Agreement – Exhibit “A,” ¶1)
- X Statement of Financial Position (attached – see budget).
- X Statement of unpaid business debts of transferor and how they will be satisfied. (Attached)
- X Statement of Safety Program. (Attached – see Verified Statement).
- X Statement of transferee’s experience. (Attached – see Verified Statement).

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

- Partnership Agreement
- Trade Name registration certificate.
- X Certificate of Incorporation. (Pa. Corporations only) (Attached – see Exhibit “C”)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- X Statement of Corporate charter purpose. (Corporations only) (Attached – see Exhibit “D,” ¶GP3.1)
- X List of Corporate officers and stockholders. (Corporations only) (Attached – Exhibit “D,” p. 3, listing Mr. Stubbs as Managing Member; *id.* p. 7, listing same as sole member / 100% interest holder; Exhibit “B” – Resolution, electing Mr. Stubbs as President.)

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

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

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

Transferee sign here: Ben R. [Signature] 3/28/2016  
(Each Partner Must Sign) (Date)

(Corporate Seal) \_\_\_\_\_

Transferor sign here: Ray F. [Signature] Jr. 3/28/2016

(Corporate Seal) \_\_\_\_\_

**APPLICATION VERIFICATION**

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

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

**TRANSFEROR (SELLER)**

Raymond Jaklitsch Jr. Ray F. Jaklitsch Jr. 3/28/2016  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

**TRANSFeree (BUYER)**

All Platinum Transportation, LLC  
(Print Name) (Signature) (Date)  
Brian Stubbs Brian R Stubbs 3/28/2016  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

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

## VERIFIED STATEMENT OF APPLICANT

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

All Platinum Transportation, LLC

Legal Name of Applicant

Trade Name, if any

415 Elmwood Avenue

Sharon Hill

PA 19079

Street Address (principal place of business)

City or Municipality

State

Zip Code

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

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

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

The person making the verified statement on behalf of the Applicant is Brian Stubbs, the sole Member and Manager of All Platinum Transport. Attached as Exhibit "B," please find a resolution authorizing Brian Stubbs to provide this verified statement on behalf of the Applicant

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

The Applicant does not have any affiliation with any other carrier.

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

Brian Stubbs currently has a valid license issued by the state of New Jersey for the transportation of passengers (class B endorsement), since approximately 1999. Mr. Stubbs has had experience in the transportation industry during that period transporting individuals in limousines and coaches. His work experience includes working with All Over Town Limousine, and Bella Limousine (all based in New Jersey). Accordingly, he has extensive experience with customer management, safety, and limousine operations. Mr. Stubbs also acted in a dispatcher's role on a part-time basis with the above carriers

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business

records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours.

The location of the office of the Applicant is 415 Elmwood Avenue, Sharon Hill, PA 19145, an office in an industrial facility. The total area of Applicant's business space is approximately 100 square feet. The facilities have phones, faxes and computers that are utilized in the operation of the business. The vehicles are housed and stored at the parking lot located on the premises. All business records and records required by the PUC are stored electronically on computer hard-drives and back-up discs as well as in physical filing cabinets located at the offices of the Applicant. All physical files are retained at the office for a minimum of five (5) years after the last point of contact with a customer. All requests for transportation from customers are received via phone, text, fax or e-mail. All transportation requests are by the dispatch via cell phones in the vehicles and on the driver, which allows for continuous communication at all times between the dispatch and driver. The current and intended business hours are twelve (12) hours per day, seven (7) days per week.

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

There is one employee (secretary / dispatch) used in the office of the Applicant. The employee's duties are as follows: taking transportation requests from customers via phone, fax and e-mail; dispatch of drivers; customer service; billing; scheduling; payroll of drivers; cleaning of vehicles and other office related activities. There are only a limited number of vehicles and the service area is limited to Delaware, Montgomery and Chester Counties, and therefore the office can be operated by minimal staff. The employee in the office has experience in office administration and management.

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

**Response:**

- At the moment, the only driver for the Company is Brian Stubbs. We may hire an additional driver depending on the success of the Company. Any drivers that is hired shall need at least two (2) to three (3) years of limousine driving experience and experience driving in and around the Delaware, Montgomery and Chester Counties is preferred. All must have valid driver's license and proper endorsements issued by the department of transportation of the driver's home state. Any drivers will have had extensive background checks. In addition to the Criminal Record History, the Applicant obtains insurance information on all drivers to determine the driving history of the driver. No drivers will be hired that have any criminal history or any driving violations.
- Prior to being hired, the Criminal Record History of all prospective drivers is searched utilizing the Pennsylvania State Police's Pennsylvania Access To Criminal History (PATCH) system. No drivers will be hired who have any criminal history.
- All drivers will be trained in a custom program designed by the Applicant to train drivers in customer service, vehicle and driving training for the entire fleet of vehicles and in all other aspects of transportation service. Such training is customized for each driver and lasts for a minimum of seven (7) days. The drivers will be trained by Brian Stubbs.
- All drivers must present their valid driver's license and any legally required certifications and upon request at any time by the Applicant. Additionally, Applicant will require that copies of all correspondence regarding the Applicant's drivers' license status and certification status be directly provided to the

Applicant so that the Applicant will be informed upon any non-renewal or termination of any of its drivers' licenses.

- e. Every two (2) years from the date of hire, each driver must submit to a Criminal Record History.
- f. No driver may use alcohol or drugs at any time during their shift, whether or not they are in the process of transporting a customer. In addition, no driver may smoke at any time inside the vehicles. No driver may begin a shift under the influence of alcohol or drugs. Any violations of the above will result in the immediate termination of that driver.

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below. Taxicabs and limousines may not be used if the vehicle's age is greater than eight model years.\*\*\*

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SEATING CAPACITY</u>	<u>VEHICLE ID #</u>
2010	Mercedes	S550	5	WDDNG8GB0AA358952
2012	Chevrolet	Suburban	7	1GNSKKE77CR120499

\*\*\*Please note this provision was modified in approximately January 1, 2016.

The above list of vehicles is reasonable given transferor's license to be acquired, the limited area covered by that license, and the number of proposed employees and / or drivers of transferee.

8. Describe your vehicle safety program. Please include the following in your explanation:
- a. Your periodic vehicle maintenance plan;
  - b. Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) that are applicable to the type of vehicles used in your business;
  - c. Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Section 29.403 (applicable to passenger applicants only);
  - d. Your system for replacing vehicles once they are greater than eight model years in age in compliance with 52 Pa. Code, Section 29.314(d) (applicable to taxicabs) or 52 Pa. Code, Section 29.333(e) (applicable to limousines);
  - e. Your system for ensuring the filing of an annual vehicle list (taxicabs and limousines);
  - f. Your system for ensuring your vehicles will comply with the requirements of 49 CFR Parts 393 and 396, as adopted by the PUC at 52 Pa. Code, Chapter 37 (applicable to HHG applicants).

**Response:**

- a. Each vehicle is maintained on a monthly basis and inspected for mechanical problems, if not sooner, by a mechanic, licensed and experienced with limousines. Additionally, each vehicle is cleaned on a daily basis, if not sooner, based upon usage.
- b. In order to comply with Pennsylvania's equipment standards (67 Pa Code 175), each vehicle is inspected and tested for emissions by a licensed Pennsylvania Inspection Station, experienced with limousines, on a yearly basis.
- c. All vehicles are inspected and cleaned on a daily basis by the drivers and employees of the Applicant. During the daily inspection and cleaning, the drivers and employees ensure the following:
  - i. All hardware associated with the seats in all vehicles are in working order;
  - ii. All vehicles are in a clean and sanitary condition;
  - iii. The factory-type heater in all vehicles is in working order;
  - iv. All trunk compartments are clean and suitable for carrying passengers' luggage;
  - v. All vehicles have all-weather tires and such tires in good condition;
  - vi. No vehicle have any dents or gouges larger then 4 inches in diameter or have any damage that protrudes from the vehicle;
  - vii. All vehicles have 4 matching wheel covers;
  - viii. All vehicles have operative air-conditioning; and
  - ix. All vehicle seats are secure and un-damaged.

- d. Upon any vehicle reaching its mileage limitation, the Applicant does and shall sell or donate the vehicle and buy an equivalent new car to replace the out-of-service vehicle.
  - e. The Applicant faxes its vehicle list annually to the PUC.
  - f. The Applicant is knowledgeable of and complies with the applicable requirements of 52 Pa. Code, Chapter 37, and has instructed and will instruct its drivers, employees, officers, agents and representatives of the requirements. All vehicles owned and operated by the Applicant are maintained in compliance with 52 PA. Code, Chapter 37, and other applicable laws and regulations of the Commonwealth of Pennsylvania.
9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.

The Applicant's owner, Brian Stubbs, has contacted Tomkins Insurance Agencies (Progressive) regarding the insurance of the above vehicles and has been advised that the insurance provider can provide appropriate insurance at least equivalent to the minimum statutory requirements for 15 passengers or less. We are also inquiring with other agencies regarding insurance rates. Once we receive notice of preliminary approval, we will provide evidence of appropriate insurance coverage in the statutory amount. Any additional vehicles purchased or leased will be covered by insurance in at least the minimum amounts as well. Additionally any additional premiums will be paid through the revenues earned in utilizing the additional vehicles in the transportation of customers

10. Please describe your customer service standards. Within your description, please explain:
- a. Your plan to inform customers of the procedures for filing complaints with the PUC;
  - b. Your intended customer complaint resolution procedure.

All customers are treated courteously and with the utmost respect. The goal of the Applicant is to provide the highest level of customer service to its clients and in the most efficient and effective manner, comply with all reasonable requests from customers. All transportation needs of customer shall be met including on-time pick-up and delivery utilizing the highest standards of driving safety. Upon the complaint of any customer for whatever reason, which cannot be resolved immediately by the Applicant, the Applicant shall provide contact information, including phone-number, address and/or website for the PUC, in order for the customer to file an official complaint. Contact information for the PUC is readily available to all drivers and employees of the Applicant. Any complaints filed by a customer shall be resolved at the earliest possible time and in the most efficient and effective manner to ensure customer satisfaction and repeat business.

11. Criminal Record. Have you, any members (if LLC or LLP), shareholders, or officers (corporations) been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution?

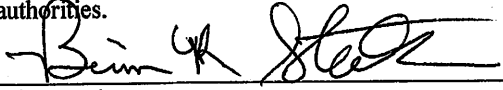
YES     NO

No employee of the Applicant, including Brian Stubbs, has ever been convicted of a misdemeanor or felony for which they would remain subject to supervision by a court or correctional institution.

12. Financial Data. In addition to demonstrating your technical fitness, you must also demonstrate that you possess the financial fitness to provide the proposed transportation service. Therefore you must complete both parts of the "Statement of Financial Position", which follows this page. The first part is the Balance Sheet. You need only provide the applicable information. The second part of the Statement of Financial Position is the Projected Income Statement. The projection is your estimation of expected revenues and specific expenses for one year. You should use the projected information, along with the financial data reported on your balance sheet to help you determine if the proposed business can be feasible. Please feel free to also provide clarification information with your "Statement of Financial Position", which explains why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

### Verification of Statement

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



(Signature)

Ben Stibbs member and President

(Name and Title, printed or typed)

3-28-16

(Date)

**Statement of Financial Position (Balance Sheet)**

As of (date) 3-28-2016

ASSETS

Current Assets		
Cash	10,000	
Accounts Receivable	--	
Notes Receivable	--	
Other Current Assets (specify)	--	
Total Current Assets		<u>10,000</u>
Tangible Assets		
Motor Vehicle Equipment	46,500	
Less: Accumulated Depreciation	1,291	45,209
-		=
Building and Structures	--	
Less: Accumulated Depreciation	-	--
		=
Office Equipment	500	
Less: Accumulated Depreciation	9	491
		=
Land		--
Investments and Funds (specify)		--
Intangible Assets		--
Other Assets (advances and idle equipment – specify)		--
TOTAL ASSETS		<u>55,700</u>

LIABILITIES

Current Liabilities (Due within one year of date)		
Accounts Payable	10,809	
Notes Payable	11,696	
Equipment Obligations	15,014	
Other Liabilities (Attach schedule)		
Total Current Liabilities		<u>37,519</u>
Long Term Liabilities (Due after one year of date)		
Accounts Payable		
Notes Payable		
Equipment Obligations	30,542	
Other Liabilities (Attach Schedule)		
Total Long Term Liabilities		<u>30,542</u>
TOTAL LIABILITIES		<u>68,061</u>

NET WORTH (Partnerships and individuals, only)

OWNER'S EQUITY (Corporations only)

Capital Stock		
Additional Paid-in Capital		
Retained Earnings	(12,361)	
Less: Treasury Stock	-	(12,361)
Total Owner's Equity		<u>(12,361)</u>

TOTAL LIABILITIES & OWNER'S EQUITY 55,700

**STATEMENT OF FINANCIAL POSITION**  
**One Year Projected Income Statement**

REVENUE and GAINS

<b>Operating Revenue</b>	126,720
<b>Net Revenue from non-carrier operations</b>	--
<b>Dividend and interest revenues</b>	--
<b>Other non-operating revenue</b>	--
<b>Gains</b>	--
<b>Total Revenue and Gains</b>	<u>126,720</u>

EXPENSES

<b>Equipment Maintenance and Garage Expense</b>	2,400
<b>Insurance Expense</b>	6,000
<b>Employee Salaries</b>	40,250
<b>Supervisory Salaries</b>	--
<b>Officer Salaries</b>	36,749
<b>Fuel Expense</b>	10,560
<b>Purchased Transportation (Lease Expense)</b>	3,102
<b>Materials and Supplies Expense</b>	3168
<b>General Office Expense</b>	300
<b>Advertising Expense</b>	2,750
<b>Telephone Expense</b>	4,800
<b>Accounting Expense</b>	2,000
<b>Legal Expense</b>	2,500
<b>Uncollectible Revenue</b>	--
<b>Depreciation Expense</b>	15,600
<b>Amortization</b>	--
<b>Operating Taxes and Licenses</b>	6,800
<b>Rent Expense</b>	3,960
<b>Loss</b>	--
<b>Total Operating Expenses and Losses</b>	<u>140,939</u>

Net Income Before Taxes

	--
<b>Provision for Income Taxes</b>	--
<u>Net Income (Loss)</u>	<u>14,219</u>

**List of Exhibits -- APPLICATION FOR APPROVAL OF TRANSFER  
AND EXERCISE OF COMMON CARRIER OR CONTRACT RIGHTS**

<b><u>Exhibit "A"</u></b>	--	<b><u>Agreement of Sale</u></b>
<b><u>Exhibit "B"</u></b>	--	<b><u>Resolution</u></b>
<b><u>Exhibit "C"</u></b>	--	<b><u>Certificate of Organization</u></b>
<b><u>Exhibit "D"</u></b>	--	<b><u>Operating Agreement</u></b>
<b><u>Exhibit "E"</u></b>	--	<b><u>Statement of Officer of Transferor</u></b>

**Exhibit “A”**  
**Agreement of Sale**

## LICENSE PURCHASE AGREEMENT

**THIS LICENSE PURCHASE AGREEMENT** (hereinafter referred to as "Agreement"), entered into this 24<sup>th</sup> day of March, 2016, is by and between **CLASSIC BRITISH LIMOUSINE SERVICE, INC.**, (hereinafter referred to as "Seller") and **ALL PLATINUM TRANSPORTATION, LLC**, a Pennsylvania limited liability company (hereinafter referred to as "Buyer"). Hereinafter, Buyer and Seller may each be referred to as a "Party" and together, referred to as the "Parties".

### WITNESETH:

**WHEREAS**, Seller is the owner of record and beneficial holder of Pennsylvania Public Utility Commission ("PUC") license as a common carrier to transport passengers within certain points within the Commonwealth of Pennsylvania for limousine service, Utility Code 641621, Carrier ID A-00122591, issued to the Seller by the PUC, for the transport of persons in limousine service from points in the Counties of Chester, Delaware, and Montgomery to points in PA and return (hereafter "License").

**WHEREAS**, the Seller desires to sell and the Buyer desires to purchase the License.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and other valuable consideration, the Parties hereto intending to be legally bound hereby, agree as follows:

1. **PURCHASE OF LICENSE.** Seller shall sell, transfer and assign to Buyer and Buyer shall purchase all of the right, title and interest of Seller in and to the License, in accordance with the rules and regulations of the PUC. Seller and Buyer agree to execute in connection therewith all papers and documents and to provide such information as required by the PUC. Seller acknowledges that the approval by the PUC in connection with the transfer of the License to Buyer is a condition precedent to the Closing hereunder.

2. **ACCEPTANCE OF THE LICENSE.** Buyer shall accept the License, for transfer and use by the Buyer in accordance with the rules and regulations of the PUC and shall execute, in connection therewith, all papers and documents and provide such information as required by the PUC in connection with the transfer. Likewise, Seller shall execute all papers and documents, and provide such information as required by the PUC in connection with the transfer.

3. **PURCHASE PRICE.** Buyer shall pay and Seller shall accept for the License the total of Five Thousand (\$5,000.00) Dollars (hereinafter referred to as "Purchase Price").

4. **PAYMENT OF THE PURCHASE PRICE.** Buyer shall pay to Seller the Purchase Price for the License as set forth below:

A. **Amount Due On Execution.** Buyer shall pay One Thousand and 00/100 Dollars (\$1,000.00) upon execution of this Agreement (hereinafter referred to as "Cash Deposit") to be held by the escrow agent, **Arangio & George, LLP, attorney for Buyer** (hereinafter

referred to as "Escrow Agent"), pursuant to the terms set forth below in accordance with Section 6 hereof.

B. Amount Due on Closing. Upon Closing, as defined herein, Buyer shall provide to Seller the balance of the purchase price, in the amount of Four Thousand and 00/100 Dollars (\$4,000.00) ("Balance").

5. ESCROW AGENT. The Escrow Agent, shall be deemed to be acting in a ministerial role only and shall not be responsible to any Party, except for its intentional misconduct. The Parties hereto hereby agree to indemnify and hold harmless the Escrow Agent for all claims, demands and/or liabilities to or for which it may become liable or responsible, including but not limited to reasonable attorneys' fees, in which event the Escrow Agent shall have no further responsibility with respect thereto.

6. ESCROW OF DEPOSIT. The Cash Deposit has been or shall be deposited with, and shall be held in escrow by Escrow Agent, all in accordance with the provisions of this Section 6.

A. By executing the Joinder to this Agreement, attached hereto, Escrow Agent will acknowledge its receipt of the Deposit, and Escrow Agent agrees to hold the same, together with such other sums constituting the Deposit if and when made, as escrowee, in strict compliance with the provisions of this Section 6.

B. The Parties and Escrow Agent agree that the Deposit so held by Escrow Agent shall be applied as follows:

(i) If Closing is held, the Cash Deposit and Balance shall be delivered to the Seller.

(ii) If Closing is not held solely by reason of Buyer's default, the Cash Deposit shall be delivered to Seller, as provided for in Section 20.A.

(iii) If Closing is otherwise not held for any reason other than a default of Buyer, the Deposit shall be returned to the Buyer, as provided for in Section 20.B.

C. Escrow Agent shall be obligated to disburse the Deposit at Closing or upon any cancellation or termination of this Agreement, only upon the written instructions of both Parties, should Escrow Agent in its discretion request such instructions; and in the absence of such instructions or in the event of any dispute Escrow Agent shall be and is hereby authorized, but not obligated, to pay the entire amount of the Deposit into court.

D. Escrow Agent and its officers, directors, partners and employees are acting as agents only, and will in no case be held liable either jointly or severally to either Party for the performance of any term or covenant of this Agreement or for damages for the nonperformance hereof, nor shall Escrow Agent be required or obligated to determine any questions of fact or law. Escrow Agent's only responsibility hereunder shall be for the safekeeping of the Deposit and the full and faithful performance by Escrow Agent of the duties imposed by this Section 6.

7. **SUBMISSION OF APPLICATION TO PUC.** Upon execution of this Agreement, Seller shall execute and deliver to counsel for Buyer all documents from Seller which are necessary to transfer the License to Buyer for its use as a common carrier operating in the Commonwealth of Pennsylvania. Buyer agrees to file the application for transfer of the License with all documents and fees required by the PUC within thirty (30) days after the date of execution hereof (or earlier if required by the PUC) and to pursue said application with due diligence, time being the essence of this Agreement. Buyer shall pay all costs incurred in connection with the transfer of the License. Each Party shall be responsible for their own legal fees.

8. **EFFECT OF DENIAL BY PUC OF APPLICATION TO TRANSFER LICENSE.** In the event the PUC refuses to transfer the License, then Escrow Agent shall return to Buyer the Deposit. In that event, this Agreement shall become null and void and the Parties shall have no further rights or obligations with respect thereto.

9. **FAILURE OF PUC TO APPROVE THE TRANSFER WITHIN 120 DAYS.** In the event that the PUC fails to approve the application to transfer the License for Buyer's use within one hundred twenty (120) days from the date of execution of this Agreement, either Party may elect to terminate this Agreement by giving written notice of such election to the other and the Escrow Agent. Upon such election, the Escrow Agent shall return to Buyer the Deposit. In that event, this Agreement shall become null and void and the Parties shall have no further rights or obligations with respect thereto.

10. **LETTER OF WITHDRAWAL.** Simultaneously with the execution of this Agreement, the Parties shall execute, an undated letter addressed to the PUC in the form attached hereto, requesting that the application to transfer the License be withdrawn (hereinafter referred to as the "Letter of Withdrawal"). The Parties shall deliver to the Escrow Agent, signed copies of the Letter of Withdrawal to be used to withdraw the transfer application upon election of either Buyer or Seller as set forth in Section 9 above, or in the event the PUC refuses to transfer the License or make the License available for transfer. Prior to the filing of the Letter of Withdrawal with either the PUC, the Escrow Agent shall return to Buyer the Deposit. In that event, this Agreement shall become null and void and the Parties shall have no further rights or obligations with respect thereto.

11. **AGREEMENT TO COOPERATE.** Seller and Buyer agree to execute and deliver, without further consideration, all such other documents and instruments, to furnish such information and to take all such other action as either Party may reasonably request from time to time, before or after Closing, in order to effectuate the transfer of the License to Buyer and to convey, transfer and vest in Buyer, the License. The Parties shall cooperate fully in connection with and in complying with their respective obligations under this Agreement.

12. **CLOSING.** Closing hereunder shall occur at a mutually convenient time and on a date within three (3) days after Buyer's receipt of the approval by the PUC, such time beginning from the date the second approval is received, whichever later, for the transfer of the License from Seller to Buyer, unless protests or petitions to intervene have been filed against Buyer's transfer application, in which event, closing will be held thirty (30) days after receipt of the Final Order (as defined below), or such other time and date as the Parties hereto may agree in

writing (the "Closing"). The Closing shall take place at such place as the Parties may agree in writing.

A. The term "Final Order" is defined as follows:

(i) If the PUC approves the transfer with or without the need for an administrative or court hearing, such approval shall become a Final Order upon the expiration of all applicable appeal periods with no appeal having been filed therefrom; or

(ii) If the PUC approval is appealed to the Court of Common Pleas by someone other than Buyer, Buyer shall have the right to terminate this Agreement in writing within thirty (30) days after notification of said appeal being filed and accepted. Upon such termination, Buyer, unless Buyer is in default hereunder, shall receive the return of the Deposit; this Agreement shall become null and void; and the Parties shall have no further obligation to each other. If Buyer does not elect to terminate this Agreement, this Agreement shall be extended until the Final Order of said Court of Common Pleas remains unappealed after the expiration of all applicable appeal periods.

(iii) If Buyer elects to appeal to Common Pleas Court from an adverse decision of the PUC, Buyer shall give Seller seven (7) days prior written notice of said election, and the exercise of said option to appeal, this Agreement shall be automatically extended and continue in full force and effect for thirty (30) days following the date upon which a decision of the PUC, or a Common Pleas Court becomes a Final Order as set forth above. Closing shall occur as provided for above or, if the Final Order shall be adverse to the Buyer, then this Agreement shall thereupon become null and void.

### 13. Intentionally Omitted.

14. CONTINGENCIES. The Parties specifically understand and consent that this Agreement shall be subject to the following contingencies:

A. The terms, covenants, conditions and obligations of Buyer and Seller hereunder are all subject to and contingent upon obtaining all necessary consents, approvals, authorizations or orders from in order for Seller to transfer the License to the Buyer.

B. In the event the PUC refuses to transfer the License or otherwise refuses to make the License available for transfer to Buyer, this Agreement shall be null and void, the Deposit shall be returned to Buyer and there shall be no further liability between the Parties.

### 15. CLEARANCE OF OUTSTANDING FINES AND ASSESSMENTS.

Within ten (10) days of the execution of this Agreement, Seller agrees to pay all outstanding PUC fines, penalties, parking tickets, or assessments, agrees to cooperate fully in the processing of said forms and payments, and to pursue the same with due diligence, time being of the essence of this Agreement. In the event that all such fines, penalties, parking tickets, or assessments are not paid by Seller in connection herewith, Buyer may terminate this agreement, the Deposit shall be returned to Buyer and there shall be no further liability between the Parties. In the event that

Seller has failed to pay any and all outstanding amounts owed above, Seller nonetheless agrees that Buyer may reduce the Balance amount by said outstanding fines and assessments and remit said amount to the PUC, or submit said amount to the Escrow Agent, for purposes of disbursement to the PUC, as may be directed by those entities, in order to Close and consummate the transfer of the License to Buyer.

**16. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER.** As a material inducement to Buyer to enter into and consummate this Agreement, Seller makes the following representations, warranties and agreements to and with Buyer:

A. Good Standing. Seller is a Pennsylvania Corporation validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, with full power and authority to execute and deliver this Agreement and to consummate the transactions provided for herein. This Agreement constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms, and consummation of the transactions provided for herein will not violate any agreement or understanding to which Seller is a party or by which it is bound. There are no lawsuits presently pending or to the best of Seller's knowledge threatened before any court against the Seller. Seller's License is current or will be prior to closing and in good standing with the PUC;

B. Encumbrances. At Closing, Seller shall have full right and title to transfer the License to Buyer, free and clear of all liens and security interests;

C. Compliance with Law and Other Regulations. Seller is in compliance with all requirements of federal, state and local law, and all requirements of all governmental bodies or agencies having jurisdiction over the License. Without limiting the foregoing, Seller has submitted all reports, paid all monies and filed all returns required in connection with the License and is in compliance in all respects with all conditions, restrictions and provisions of the License. Seller has not received, from any federal, state or local authority or any insurance or inspection body, any notice, with which it has not heretofore complied, that the License fails to comply with any applicable law, ordinance, regulation, or requirements of any public authority or body;

D. No Citations. There are no pending or threatened PUC citations against the License at the time of execution of this Agreement or will be resolved as of the Closing;

E. Statements Not Misleading. Neither this Agreement nor the documents required to be delivered at Closing, nor any other statement, document or other instrument furnished or to be furnished or delivered by or on behalf of Seller to Buyer in connection with the transactions contemplated herein, contain or will contain any untrue statement or material fact or omits or will omit to state a material fact required to be stated to make such a statement, document or other instrument accurate and not misleading. In addition to the foregoing, Seller has informed Buyer as to every material fact relating to the License;

F. No Adverse Action. Seller will neither take nor permit to be taken any action which would render untrue any of the representations or warranties of Seller herein contained, nor will Seller omit to take any action, the omission of which would render untrue and

such representation or warranty. Seller will not enter into any contract, agreement or other obligation with any party that would adversely effect the transfer of License.

**17. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF BUYER.** As a material inducement to Seller to enter into and consummate this Agreement, Buyer makes the following representations, warranties and agreements to and with Seller:

A. Authority. Buyer is authorized to and has the financial wherewithal to consummate the transaction set forth herein and fulfill all of its respective obligations hereunder and under all closing documents to be executed by Buyer, and has all necessary power to execute and deliver this Agreement and all closing documents to be executed by Buyer, and to perform all of Buyer's obligations hereunder;

B. No Breach. The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Buyer or any instrument to which Buyer is a party or by which Buyer is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation;

C. Buyer's Funds. All funds being used in this transaction are sufficient to close in accordance herewith and may be accounted for to the PUC's satisfaction and in accordance with its rules and regulations;

D. Absence of Adverse Facts. Buyer knows of no facts which constitute a legal impediment to the transfer of the License to Buyer under the laws, codes and regulations of the PUC;

E. No Convictions. The Buyer is of good moral character and have never been convicted of any crime;

F. Statements Not Misleading. Neither this Agreement, nor the documents required to be delivered at Closing, nor any other statement, document or other instrument furnished or to be furnished or delivered by or on behalf of Buyer to Seller in connection with the transactions contemplated herein, contain or will contain any untrue statement or material fact or omits or will omit to state a material fact required to be stated to make such a statement, document or other instrument accurate and not misleading. In addition to the foregoing, Buyer has informed Seller as to every material fact which might impede the transfer of the License to Buyer; and

G. No Adverse Action. Buyer will neither take nor permit to be taken any action which would render untrue any of the representations or warranties of Buyer herein contained, nor will Buyer omit to take any action, the omission of which would render untrue any such representation or warranty. Buyer will not enter into any contract, agreement or other obligation with any party that would adversely affect the transfer of the License.

**18. DEFAULT BY BUYER.** Each of the following constitute a default by the Buyer (hereinafter referred to as "Buyer Default"):

A. Failure to Pursue Application. The failure of Buyer promptly and diligently to pursue the application to transfer the License to a successful conclusion;

B. Unilateral Withdrawal of Application. The unilateral withdrawal by Buyer of the transfer application prior to the final decision of the PUC to approve or disapprove the transfer application which action occurs prior to the expiration of the one hundred twenty (120) day period referred to in Section 9 above, without the express written consent of Seller;

C. Failure to Close. The failure or refusal of Buyer to make or attend Closing in accordance with this Agreement after the PUC approves the transfer application;

D. Material Breach. The material breach by the Buyer of any of the covenants, promises, warranties or representations of this Agreement; or

E. Other Default. The failure of Buyer to perform of any of the obligations, terms or conditions of this Agreement or any other agreement between the Parties.

19. **DEFAULT BY SELLER.** Each of the following constitute a default by Seller (hereinafter referred to as "Seller Default"):

A. Failure to Cooperate. The failure of Seller to cooperate with the Buyer pursuant to Section 11;

B. Unilateral Withdrawal of Application. The unilateral withdrawal by Seller of the transfer application prior to the final decision of the PUC to approve or disapprove the transfer application which action occurs prior to the expiration of the one hundred twenty (120) day period referred to in Section 9 above, without the express written consent of Buyer;

C. Failure to Close. The failure or refusal of Seller to make or attend Closing in accordance with this Agreement after the PUC approves the transfer application;

D. Material Breach. The material breach by the Seller of any of the covenants, promises, warranties or representations of this Agreement, including but not limited to, the representations as to no citations; or

E. Other Default. The failure or refusal or Buyer to perform any of the obligations, terms or conditions of this Agreement or any other agreement between the Parties.

## 20. **EFFECT OF DEFAULT.**

A. Buyer Default. In the event of a Buyer Default, the Escrow Agent shall deliver the Cash Deposit to the Seller, and submit the Letter of Withdrawal to the PUC. This Agreement shall then become null and void, and the Parties shall have no further liability on to the other.

B. Seller Default. In the event of a Seller Default, Seller shall reimburse Buyer all of Buyer's actual costs, including PUC application costs and Buyer's attorneys' fees incurred, in which event this Agreement shall be null and void and Buyer shall have no further right or claim for damages against Seller. In such event, the Escrow Agent shall return the Deposit to Buyer, and submit the Letter of Withdrawal to the PUC. This Agreement shall then become null and void, and the Parties shall have no further liability on to the other. Alternatively, and at the sole option of Buyer, in the event of default by Seller, Buyer may retain an exclusive option of specific performance to enforce Buyer's rights as set forth in this Agreement.

21. SELLER'S INDEMNIFICATION OF BUYER. Seller agrees to, and does hereby, effective as of the date of Closing, fully indemnify and save Buyer harmless from and against any and all claims by any creditors of Seller including, but not limited to, any taxing authority. In the event that any creditor of Seller asserts a claim against Buyer, Buyer shall notify Seller of the same, in writing, and Seller shall either pay such claim forthwith or defend the same with due diligence. In the event that it becomes necessary for Buyer to pay any such claim or defend the same, Seller shall immediately reimburse Buyer for all funds and expenses incurred by Buyer including, but not limited to, the amount of such claim, all costs and expenses, and all attorney's fees incurred by Buyer.

22. AFFIRMATION OF REPRESENTATIONS AND WARRANTIES AT CLOSING. At Closing, Buyer and Seller shall affirm that each of the representations and warranties contained in the Agreement shall be true and correct on and as of Closing, and shall have the same force and effect as if made at Closing, except to the extent, if any, that such representations and warranties shall be affected by the transactions contemplated by this Agreement.

23. APPORTIONMENT OF FEES. At Closing, Buyer shall reimburse Seller for its pro rata share of the renewal fees for the License, incurred by Seller to renew the License.

24. NOTICES. All notices, and other communications required in this Agreement must be in writing and shall be effective upon receipt if sent to the addresses set forth below or such other addresses as the Parties may indicate to the other in writing, by:

A. U.S. Mail. U.S. Postal Service, when mailed postage prepaid, Certified, Return Receipt Requested; or

B. Facsimile/E-mail. Facsimile or e-mail transmission with confirmation of delivery (if such fax number and/or e-mail address is listed below); or

C. Overnight Courier. Nationally recognized overnight courier service.

To Seller: Classic British Limousine Service, Inc.  
8910 Soaring Oak, San Antonio TX 78255  
ATTN: Ray Jaklitsch  
Email: [ray.jaklitsch@icloud.com](mailto:ray.jaklitsch@icloud.com)

To Buyer: ALL PLATINUM TRANSPORTATION, LLC  
415 Elmwood Ave.  
Sharon Hill, PA 19079  
Attn: Brian Stubbs

With a copy to: Dennis George, Esquire  
ARANGIO & GEORGE, LLP  
2000 Market Street, Suite 1440  
Philadelphia, PA 19103  
Fax #: 215-567-8860  
E-mail: [dgeorge@arangiogeorge.com](mailto:dgeorge@arangiogeorge.com)

25. **INUREMENT**. This Agreement shall be binding upon the heirs, administrators, successors and assigns of the Parties hereto. This Agreement and any accompanying instruments and documents represent the entire transaction among the several Parties and there are no representations, warranties, covenants or conditions except those specified herein or in the accompanying instruments and documents. All relevant covenants, warranties and representations herein shall survive this Agreement and the date of Closing.

26. **ARBITRATION**. All claims, demands, disputes, controversies, differences or misunderstandings between the Parties to this Agreement, or any person bound hereby, arising out of or by virtue of this Agreement, shall be submitted to and resolved by binding arbitration according to the Rules of the JAMS Arbitration, and such arbitration proceeding shall take place in Philadelphia, Pennsylvania.

27. **SEVERABILITY**. In case any one or more of the provisions contained in this Agreement, for any reason, shall be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision hereof, instead this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28. **SUCCESSORS IN INTEREST**. This Agreement and all of the provisions hereof shall be binding upon the Parties to this Agreement and shall inure to the benefit of the successors and assigns of the Parties hereto.

29. **WAIVERS**. No consent or waiver, expressed or implied, to or of any breach of any covenant, condition or duty of this Agreement, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

30. **AMENDMENTS**. This Agreement may be amended only with consent of each of the Parties hereto. No amendment shall be effective unless it shall be in writing and signed by each of the Parties hereto.

31. **ASSIGNMENT**. This Agreement may not be assigned or transferred by either Party without the express written consent of all of the Parties hereto, except that the Buyer

may assign Buyer's rights, interest and obligations hereunder to a business entity controlled by Buyer, without need for Seller's consent.

32. **ENTIRE AGREEMENT.** This Agreement encompasses the entire agreement between the Parties hereto, with respect to the subject matter covered hereby, and there are no other agreements, oral or written, not set forth herein.

33. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

34. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary, in making proof of this Agreement, to produce or account for more than one (1) counterpart.

35. **RIGHT TO INDEPENDENT COUNSEL.** The Parties to this Agreement recognize that this Agreement is a legal document that may effect them adversely. The Parties acknowledge that, prior to executing this Agreement, they were given the opportunity to seek independent legal counsel regarding this Agreement. By executing this Agreement, the Parties acknowledge that they have reviewed this Agreement with independent legal counsel or have knowingly waived their opportunity to do so.

36. **NO CONSTRUCTION AGAINST DRAFTER.** This Agreement has been fully negotiated and neither this Agreement nor any provision hereof shall be construed against the Party who drafted this Agreement or on whose behalf this Agreement was drafted.

37. **ADDITIONAL INSTRUMENTS.** Each of the Parties shall fully cooperate in the implementation of this Agreement and, from time to time, at the request of the other, shall execute, acknowledge and deliver to the other Party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

38. **BROKERS.** Buyer and Seller warrant and represent to each other that no broker, person, corporation or entity was involved in bringing about this transaction. Buyer and Seller agree that should any claim be made for commissions by any other broker, person, corporation or entity arising by, through or on account of any act of Buyer or Buyer's representative or of Seller or Seller's representatives, respectively, each shall indemnify, defend and hold the other harmless from and against all claims, liability, expense or damage, including without limitation, reasonable attorney's fees, in connection therewith. The provisions of this Section shall not be deemed to be for the benefit of any third party. The provisions of this Section shall survive the earlier termination of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES LOCATED ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the Parties have executed this Agreement the date and year first above written.

*Seller:*  
**CLASSIC BRITISH  
LIMOUSINE SERVICE, INC**

**Witness/Attest:** *Julia J. [Signature]*

**By:** *Ray F. Jaklitsch [Signature]*  
**Name: Raymond Jaklitsch**  
**Title: President**

*Buyer:*  
**ALL PLATINUM TRANSPORTATION, LLC**

**Witness/Attest:** *[Signature]*

**By:** *Brian P. Stubbs [Signature]*  
**Name: Brian Stubbs**  
**Title: Manager**

**LETTER OF WITHDRAWAL**

Dated \_\_\_\_\_

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

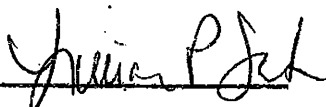
**RE: SALE OF PUC LICENSE NUMBER 641621,  
CARRIER ID A-00122591 FROM CLASSIC BRITISH  
LIMOUSINE SERVICE, INC.  
TO ALL PLATINUM TRANSPORT, LLC**

Dear Sir/Madam:

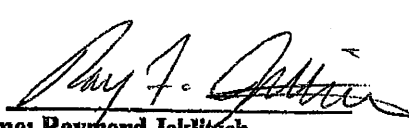
Please withdraw the application for transfer of the above-captioned PUC License between the above-captioned Parties.

*Seller:*  
**CLASSIC BRITISH  
LIMOUSINE SERVICE, INC**

Witness/Attest:



By:



**Name: Raymond Jaklitsch  
Title: President**

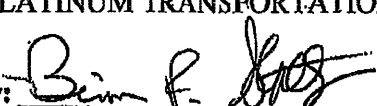
*Buyer:*

**ALL PLATINUM TRANSPORTATION, LLC**

Witness/Attest:



By:

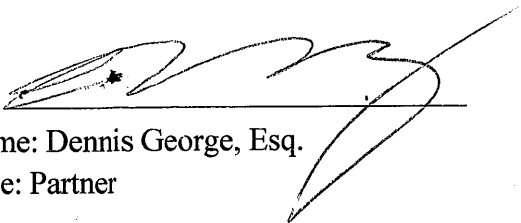


**Name: Brian Stubbs  
Title: Manager**

**JOINDER BY ESCROW AGENT**

Arangio & George, LLP, the Escrow Agent named and identified as such in the foregoing Agreement, intending to be legally bound hereby, has joined in the execution thereof solely for the purposes of (1) acknowledging receipt of the Deposit referred to therein; and (2) agreeing to perform its obligations as Escrow Agent as provided for in Section 3 thereof.

Dated: 3-24-16

By:   
Name: Dennis George, Esq.  
Title: Partner

**Exhibit “B”**  
**Resolution**

# **ALL PLATINUM TRANSPORTATION, LLC**

## **Action by Unanimous Written Consent**

### **Of the sole Member**

### **In Lieu of a Meeting**

---

The sole Member and Manager of **All Platinum Transportation, LLC**, a Pennsylvania limited liability company ("**Company**"), by signing his name below, waives notice, statutory or otherwise, of the time, place and purpose of a meeting of the members of the Company and consents to the actions hereinafter set forth, taken or to be taken by or on behalf of the Company.

**RESOLVED**, that all acts, transactions and proceedings of the sole Member and Manager since the date of the last meeting, including the date of this meeting, be confirmed, ratified and approved in all respects; and it is further

**WHEREAS**, Brian Stubbs has been requested to provide a verified statement on behalf of the Company to the Pennsylvania Utility Commission in support of the Company's PUC Application for the Approval of Transfer and Exercise of Common Carrier or Contract Rights (the "Application") for the approval of the transfer and to exercise the right as a common carrier issued to Classic British Limousine Service, Inc. (Carrier ID No. A-00122591, Utility Code 641621) (the "PUC License"); and

**RESOLVED**, that the sole Member and Manager hereby authorizes and approves Brian Stubbs to make the above mentioned verified statement on behalf of the Company and authorizes Brian Stubbs to execute any and all documents necessary for such application, including but not limited to the Agreement of Sale of the PUC License, and the Application; and it is further

**RESOLVED**, that Brian Stubbs is authorized to take whatever action and to execute and deliver any and all documents, instruments and certificates as may, in the judgment of such Manager, be necessary or appropriate to give effect to the foregoing Resolutions; and it is further

**RESOLVED** that Brian Stubbs is hereby named to the office of President of the Company; and it is further

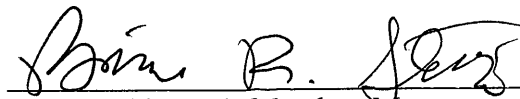
**RESOLVED**, that any and all action heretofore taken by the sole Member and Manager, and any and all documents, instruments and certificates heretofore executed and delivered by the sole Member and Manager, in furtherance of the transactions contemplated by the foregoing Resolutions be, and they hereby are, approved authorized, ratified and confirmed in all respects.

The undersigned do hereby direct that this Resolution be filed in the Minute Book of the Company.

This Resolution shall have the same force and effect as a unanimous vote of the sole Member and Manager at a meeting held upon the date of this Resolution.

The undersigned being the sole Member and Manager of the Company consents to, ratify, approve and confirm the foregoing actions taken on and effective as of the 28<sup>th</sup> day of March, 2016.

ALL PLATINUM TRANSPORTATION, LLC

A handwritten signature in black ink, appearing to read "Brian B. Stubbs". The signature is written in a cursive style with a horizontal line underneath it.

Brian Stubbs, Sole Member, Manager and President

**Exhibit “C”**  
**Certificate of Organization – All Platinum Transportation, LLC**

**M. BURR KEIM COMPANY  
COUNTER PICK-UP**

**CERTIFICATE OF ORGANIZATION-DOMESTIC LIMITED LIABILITY COMPANY**

DSCB:15-8913 (Rev 95)

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned, desiring to organize a limited liability company, hereby state(s) that:

1. The name of the limited liability company is:

ALL PLATINUM TRANSPORTATION, LLC

2. The address of this limited liability company's initial registered office in this Commonwealth is:

501 Elmwood Avenue  
Sharon Hill, PA 19079

County of Delaware

3. The name and address of the organizer is:

R. W. Worthington, Jr.  
2021 Arch Street  
Philadelphia, PA 19103

4. A member's interest in the company is to be evidenced by a certificate of membership interest.

5. The duration of the limited liability company's existence shall be perpetual.

Date: April 29, 2014

  
R. W. Worthington, Jr.

Commonwealth of Pennsylvania  
CERTIFICATE OF ORGANIZATION 2 Page(s)



T1412264130

2014 APR 29 11 42  
PA DEPT OF STATE

**Exhibit “D”**  
**Operating Agreement – All Platinum Transportation, LLC**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
ALL PLATINUM TRANSPORTATION, LLC**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT** made this 23<sup>rd</sup> day of March, 2016, by and among any Initial Members and all others who may be admitted as Members pursuant to the terms hereof.

**1. FORMATION**

1.1 **Formation.** In accordance with the Act, the Initial Members hereby organize a limited liability company for the purposes hereinafter expressed.

**2. MANAGEMENT & MEETINGS**

2.1 **Management.**

(a) Except to the extent provided in Subsection (b) or elsewhere in this Agreement, the management of the day-to-day business and affairs of the Company shall be vested in the Managing Member.

(b) The authority of any Member, including the Managing Member, to act in any matter may be overridden by the unanimous consent of the Members. Furthermore, no Member shall take any action with regard to any matter specified on Schedule 2.1 without first obtaining the consent of the percentage voting interest required as set forth on Schedule 2.1.

2.2 **Meetings.** No meetings of the Members need be held. However, meetings of the Members may be called by any Member, or combination of Members, owning no less than that Interest in the Company specified on Schedule 2.2.

**3. CAPITAL CONTRIBUTIONS**

3.1 **Required Contributions.** Each Initial Member shall be required to contribute to the Capital of the Company the amount specified by the unanimous consent of the Members.

**4. LIMITED LIABILITY COMPANY INTEREST**

4.1 **Limited Liability Company Interest.** The Limited Liability Company Interest of each Initial Member shall be as set forth on Schedule "4.1."

**5. GENERAL PROVISIONS**


5.1 **Adoption.** The General Provisions set forth on Schedule 5.1 are incorporated herein and made a part hereof as if set forth in their entirety.

6. **SEAL & CERTIFICATES**

6.1 **Seal.** The seal of the Company shall be in the form of the impression affixed hereon.

6.2 **Certificates.** The certificates evidencing the ownership of Limited Liability Company Interests shall be in the form of the certificate attached hereto.

**IN WITNESS WHEREOF**, the parties hereto, with the intention of being legally bound hereby, have caused this Agreement to be signed and sealed the day and year first above written.

By:   
Brian Stubbs, Managing Member

Affix Company

Seal Here

Schedule 2.1

**Decisions Requiring the Unanimous Consent of the Members**

The following decisions shall require the unanimous consent of the Members:

<b><u>Decision</u></b>	<b><u>Percentage Voting Interest Required</u></b>
1. The purchase or acquisition by the Company of a business or company, or the sale or disposition of the Company or substantially all of the assets or real estate of the Company.....	100%
2. The merger of the Company with or into another company .....	100%
3. The issuance or sale of debt or equity in the Company .....	100%
4. The admission of any new Member.....	100%
5. To make loans and enter into commitments to make loans, whether to Members, Affiliates or any third party.....	100%
6. The authorization or payment of any compensation to any employee of the Company if the expected annual compensation payable to such employee or other Person would exceed \$500 per month.....	100%
7. The authorization of any expenditure by the Company (other than expenditures contemplated by the Company's annual budget, business plan, or in connection with decisions arising in the ordinary course of business) of any amount in excess of \$250 for any individual transaction .....	100%
8. The authorization or approval of any contract or other agreement under which the Company would be obligated, other than short term, at will service and purchase contracts in the ordinary course of business and contemplated by the Company's annual budget or business plan.....	100%
9. The authorization or payment of any bonus or the granting of any equity interest to any employee of the Company.....	100%
10. Any change to the Company's then-existing employee benefit or welfare plans.....	100%
11. Selection of legal counsel and/or accounting firm.....	100%

- 12. To borrow money or guarantee the obligations of others and, as security thereof, to mortgage or pledge with or without recourse all or any part of the assets or real estate of the Company ..... 100%
- 13. To execute any document granting to any Person the right to confess judgment against the Company in the event of the Company's default in the performance of its obligations thereunder. .... 100%

Schedule 2.2

**Percentage to Call Meeting**

The Limited Liability Company Interest necessary to call a meeting of Members shall be:

\_\_\_\_\_ 51 \_\_\_\_\_ percent.

Schedule 4.1

**Initial Member Information**

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Limited Liability Company Interest (%)</u></b>	<b><u>Initial Capital Contribution</u></b>
Brian Stubbs	1 Northgate Dr. Laurel Springs, NJ 08021-4881	100%	\$10,000.00

## GENERAL PROVISIONS

### GP1. INTENTION & DEFINITIONS

GP1. **Intention.** It is the express intention of the Members that the Company be taxed as a partnership for purposes of Federal and state taxation and not as an association taxable as a corporation. It is the further intention of the Members that this Agreement be interpreted and applied accordingly. If requested by any Member, all the Members agree to jointly execute and file a Form 8832 or such other form as may be appropriate with the Internal Revenue Service and/or any state taxing authority which shall confirm partnership taxation.

GP1.2 **Definitions.** Except to the extent expressly set forth to the contrary elsewhere in this Agreement, the following terms shall be defined as follows:

*Act.* The Pennsylvania Limited Liability Company Act.

*Affiliate.* With respect to any Person, any other Person which controls, is controlled by or is under common control with such first Person, and "control" means, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise

*Agreement.* This limited liability company operating agreement, as amended.

*Capital.* The sum of all of the money and other property contributed to the Company by its Members as reflected on the balance sheet of the Company.

*Capital Accounts.* A separate book account established and maintained for each Member.

*Capital Contribution.* Each initial and subsequent contribution to the Capital of the Company.

*Cash Flow.* The excess of cash receipts from operations over cash disbursements for expenses including, but not limited to, debt service, fees, allowance for reserves and working capital.

*Certificate.* The certificate of organization filed with the Pennsylvania Department of State, as amended from time to time.

*Code.* The Internal Revenue Code of 1986, as amended or any successor thereto.

*Company.* The limited liability company the management of which is governed by this Agreement.

Department of State. The Department of State of Pennsylvania.

General Provisions. The terms and conditions as set forth in this Exhibit of "5.1", as amended.

Initial Members. The initial signatories of this Agreement.

Interest in the Company. Ownership interest in the Company determined in a manner consistent with Section GP4.6 and Treasury Regulation § 1.704-1(b)(3), as amended or any successor thereto.

Limited Liability Company Interest. A Member's share of the profits and losses of the Company and Member's right to receive distributions from the Company.

Liquidating Distributions. Those distributions made as part of the winding-up of the Company subsequent to an event of dissolution.

Majority of the Members. Those Members collectively owning a majority Interest in the Company.

Managing Member. The Managing Member of the Company shall be Brian Stubbs, unless replaced in accordance with the provisions herewith. The "Managing Member" herein may also be referred to as Manager.

Members. The Initial Members and all others admitted as members in accordance with terms of this Agreement.

Net Capital Contribution. For each Member, the total of the Member's initial Capital Contribution and all subsequent Capital Contributions less any previous Special or Liquidating Distributions to said Member.

Person. Any individual, partnership, corporation, estate, trust, limited liability company or other entity

Secretary of State. The Secretary of State of Pennsylvania.

Special Distributions. Distributions of cash and/or property resulting from the sale, condemnation, involuntary conversion, or other disposition of any Company property (other than sales in the ordinary course of Company's business or sales incident to the dissolution of the Company) as well as the proceeds of loans.

Transfer. With the exception of transfers by bequest or intestacy to a Member's spouse and/or issue (or a trust established for any or all of their benefits), any and all types of

transfers including, but not limited to, any sale, conveyance, assignment, bequest, disposition, distribution, encumbrance, pledge, mortgage, hypothecation or gift.

## **GP2. CERTIFICATE, TERM & OFFICES**

GP2.1 **Certificate**. The Members have caused the Certificate to be filed with the Department of State with the intention of forming a limited liability company in accordance with the Act.

GP2.2 **Term**. The term of the Company shall be perpetual from the date of filing of the Certificate with the Secretary of State, unless the Company is dissolved or terminated pursuant to this Agreement and/or the Act.

GP2.3 **Business Offices**. The Company shall maintain such business offices at 415 Elmwood Avenue, Sharon Hill, Pennsylvania 19079 and/or other offices as the unanimous consent of the Members shall, from time to time, determine.

GP2.4 **Registered Offices and Agents**. The registered office of the Company in Pennsylvania shall be as set forth on the Certificate. The Company shall maintain such registered offices and agents in other jurisdictions as may be designated by the unanimous consent of the Members, from time to time, in accordance with the laws of such jurisdictions.

## **GP3. PURPOSE & AUTHORITY & MANAGEMENT**

GP3.1 **Purpose**. The purpose of the Company is to operate as a transportation company of passengers and perform any other lawful purpose in accordance with the laws of the Commonwealth of Pennsylvania.

GP3.2 **Authority**. The Company shall possess and may exercise all powers, privileges and authority authorized by the Act.

### **GP3.3 Management by the Managing Member**

(a) **Management**. The management of the day-to-day business and affairs of the Company shall be vested in the Managing Member. Except to the extent expressly provided for to the contrary in this Agreement, the decision of the Managing Member shall be controlling. All actions taken and all determinations and decisions made by the Managing Member shall be deemed for all purposes to be the actions taken by the Members.

(b) **Delegation**. The Managing Member may delegate the right, power and authority to manage the day-to-day business, affairs, operations and activities of the Company to any Member, officer, employee or agent of the Company, subject to the ultimate direction, control and supervision of the Managing Member.

(c) The Managing Member may adopt and amend such by-laws, rules, regulations, policies and procedures as it may determine to be in the best interest of the Company (but not inconsistent with this Agreement) for the conduct of the day-to-day business and affairs of the Company.

(d) The Managing Member shall hold his office until death, resignation or removal.

(e) The Managing Member may be removed at any time, with or without cause, but only by the written unanimous consent of the Members. The vacancy or vacancies caused by such removal of the Managing Member must be filled by the unanimous consent of the Members.

(f) *Duties.* The Managing Member shall oversee and manage and control the Company, its day-to-day business and affairs under the same duty of care as is applicable to a board of directors of a corporation organized under the Pennsylvania Business Corporation Law except to the extent (if any) otherwise provided in this Agreement. The Managing Member shall devote only such time as it deems necessary for the proper conduct of the Company's day-to-day business and affairs.

(g) *Powers.* Except as otherwise set forth in this Agreement, the entire management, operation and control of the Company and its day-to-day business and affairs shall be under the direction of the Managing Member. Without limiting the generality of the foregoing, but subject to the restrictions set forth in Schedule 2.1, the Managing Member shall have the following rights and powers which it may exercise at the cost, expense and risk of the Company:

- (i) carry out and implement the purpose of the Company set forth in Section GP3.1; and
- (ii) negotiate, execute and deliver such agreements, contracts, documents and instruments on behalf of the Company (including property development or construction agreements, property management and leasing agreements and similar agreements) with such parties, and to give such receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto, as the Managing Member deems necessary, advisable, appropriate or convenient to carry out and implement the purpose of the Company set forth in Section GP3.1; provided, however, that the economic and other terms of any agreement entered into with a Member or an Affiliate of any Member or the Company shall be reasonably comparable to the economic and other terms generally available to the Company for similar services or materials from an unrelated person.

GP3.4 **Certificates of the Members**. Any person dealing with the Company may rely upon a certificate signed by the Managing Member as to:

- (a) the identity of any Member;
- (b) the existence or non-existence of any fact or facts which constitute a condition precedent to any acts of the Company or are otherwise germane to the affairs of the Company;
- (c) the persons who are authorized to execute and deliver any instrument or document of the Company; or
- (d) any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

GP3.5 **Fiduciary Duty**.

(a) Except as provided in Subsection (b), the Managing Member shall conduct the day-to-day business of Company in a prudent and businesslike manner consistent with all fiduciary obligations imposed by applicable law. Nothing herein contained, however, shall preclude any Manager or Member (or any Affiliate thereof) from engaging in or possessing an interest in other business ventures of every nature and description independently, or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of ventures in the same or a related business to that of the Company nor shall any Member have any right by virtue of this Agreement in and to such independent ventures or to the income or profit derived therefrom.

(b) *Exception for Related Entity Transactions*. The Members acknowledge and agree that one or more of the investments of the Company may involve the extension of credit to (or receipt of credit from), the leasing of assets to (or the lease of assets from), the sale of assets to (or the purchase of assets from) and/or other commercial transactions with one or more entities controlled by or in which a Member or Manager has a financial interest and that such extension, lease, sale or other commercial transaction shall not be deemed to be in breach of a Member's or Manager's fiduciary obligation if the terms of such extension, lease, sale or transaction are (as to the Company) deemed by a unanimous consent of the Members, in such Member's reasonable discretion, to be either commercially reasonable or in the best interest of the Company or all of the Members.

**GP4. MEMBERS**

GP4.1 **Members**. The Members shall be the initial signatories of this Agreement and all others admitted as Members in accordance with the terms of this Agreement.

#### GP4.2 Admission of New Members.

(a) Consent Required. The Company may admit additional Members to the Company under such terms and conditions as may be determined by a unanimous consent of the Members. No prospective Member shall become a Member until such prospective Member shall execute such joinder and/or other agreements (in form and substance satisfactory to all the Members) indicating the prospective Member's acceptance of this Agreement, and any lawful approval (if required) by any licensing authority under the laws of the Commonwealth or otherwise are obtained.

(b) Capital Contribution. In the event any additional Members are admitted to the Company, the required contribution to the Capital of the Company of each such additional Member shall be as specified at the time such new Member(s) shall be admitted. The foregoing shall not apply to any substituted Member who is the transferee of a Limited Liability Company Interest.

(c) Admission of Members. In the event any additional Members are admitted to the Company, the Limited Liability Company Interest of the most recently admitted Member shall be as specified at the time such new Member(s) shall be admitted and the Limited Liability Company Interest of all other Members of Company shall be proportionately reduced. The foregoing shall not apply to any substituted Member who is the transferee of a Limited Liability Company Interest.

(d) Preemptive Rights. If it shall be determined to admit additional Members in order to raise additional Capital and a unanimous consent of the Members shall determine that any or all Members should be granted the right to acquire additional Limited Liability Company Interests so as to maintain their relative percentage ownership in the Company, then those Members so designated by a unanimous consent of the Members shall be accorded the rights to acquire such additional Limited Liability Company Interest under such terms and conditions as a unanimous consent of the Members shall designate. No Member shall have any preemptive or similar rights except as may be determined by a unanimous consent of the Members as set forth in this Subsection.

#### GP4.3 Liability of the Members.

(a) Third Parties. Except to the extent the Act mandates liability despite provisions to the contrary in the limited liability company operating agreement, the Members and Manager shall not be personally liable to any third party for any debt, obligation or liability of the Company.

(b) To the Company & Other Members.

(i) Nothing contained herein shall limit any obligations of any Member to contribute cash and/or property to the Company and/or to perform services for the Company. Notwithstanding the foregoing and except as limited by the Act, any such obligations may be compromised and/or waived with the unanimous consent of the Members.

(ii) Every Member must account to the Company for any benefit and hold as trustee for the Company any profits derived by such Member without the consent of a Majority of the other Members from any transaction connected with the organization, conduct and/or winding-up of the Company or any use by such Member of the property of the Company. This provision shall not extend to any benefit or profit resulting from any Interest such Member may have in the Company nor as provided in GP3.5(b) or GP4.5.

(c) Capital Account Debit Balance. If a Member has a debit balance in the Member's Capital Account it shall be deemed a debt due the Company payable upon the earlier of the liquidation of the Member's interest in the Company or the liquidation of the Company (including a liquidation occurring as a result of a termination pursuant to § 708 of the Code). Such debt shall not be recourse as to the Member and shall be limited to any amounts due said Member from the Company upon said liquidation.

#### **GP4.4 Time Commitment & Fee.**

(a) Except as provided to the contrary in this or some other agreement, no Member need devote services to the Company on a substantially full time basis. All Members need only devote so much time to the Company's activities as each such Member determines to be necessary for the efficient conduct of the business and operations of the Company.

(b) Except as provided to the contrary in this or some other agreement, no Member or Manager shall receive any fee or payment, other than that which such Member or Manager may be entitled to as a Member or Manager.

**GP4.5 Dealings with Member as Nonmember.** The Company may employ, appoint, contract or otherwise deal with any Member or Manager or any person or entity related to any Member or Manager or in which any Member or Manager is interested in or connected with, without any affect on the validity of such dealings (such Member or Manager or related entity to be treated as a nonmember for purposes of such dealings). To the extent permitted by law, the Company and the Members shall have no interest in the profits derived therefrom by the Member or Manager if: the fees or other compensation paid to such Member or Manager or entity related to the Member or Manager shall be competitive with the fees and rates prevailing in the area concerned for the services rendered; and/or reasonable business judgment must support the determination that such employment, appointment, sale, purchase or contract is beneficial to the Company.

#### **GP4.6 Company Interest.**

(a) The interest in the Company of each Member shall be determined as provided in this Section and Treasury Regulation § 1.704(b)(3), as amended or any successor thereto.

(b) Additional Contributions. In the event the Company, by the unanimous consent of the Members, shall permit any existing Member to make an additional contribution to the Company, then the Interests in the Company of the Members shall be adjusted as follows:

(i) The Interests in the Company of all Members shall be determined by the ratio of the fair market value of their Interests in the Company to the total fair market value of the Company before and after the contributions with no adjustment to such value being made for any Member who did not make a contribution and with an increase in such value for any Member making a contribution equal to the fair market value of the contribution.

(ii) If more than one Member shall make contributions contemporaneously (which, within the sole discretion of the Company, by the unanimous consent of the Members, may include any contributions made within a thirty (30) day period), then for purposes of the adjustment to be made in subsection (i), all such contributions shall be deemed to be made simultaneously (on the day the last of such contemporaneous contributions are made).

(c) Permitted Withdrawals. In the event the Company, by the unanimous consent of the Members, shall permit any existing Member to make a withdrawal of capital then the Interests in the Company of the Members shall be adjusted as follows:

(i) The Interests in the Company of all Members shall be determined by the ratio of the fair Market value of their Interests in the Company to the total fair market value of the Company before and after the withdrawals with no adjustment to such value being made for any Member who did not make a withdrawal and with a decrease in such value for any Member making a withdrawal equal to the fair market value of the withdrawal.

(ii) If more than one Member shall make withdrawals contemporaneously (which, within the sole discretion of the Company, by the unanimous consent of the Members, may include any withdrawals made within a thirty (30) day period), then for purposes of the adjustment to be made in subsection (i), all such withdrawals shall be deemed to be made simultaneously (on the day the first of such contemporaneous withdrawals are made).

## **GP5. MEETINGS OF THE MEMBERS**

GP5.1 Meetings & Voting. No meetings of the Member(s) need be held. Meetings, however, if held, and if additional Members are admitted other than the Manager / Sole Member, shall be governed by this Article GP5.

(a) Quorum. A meeting of Members duly called shall not be organized for the transaction of business unless a quorum is present. The presence of a majority of the interests represented by the Limited Liability Company Interests held by any Members shall constitute a quorum.

(b) Voting by Member.

(i) Member. Only the Member or the person designated pursuant to Subsection (ii) shall have the right to vote.

(ii) Proxy.

(A) Every Member may authorize another person to act for the Member by proxy.

(B) The presence of, or vote or other action at a meeting, or the expression of consent or dissent to Company action in writing, by a proxy of a Member shall constitute the presence of, or vote or action by, or written consent or dissent of the Member.

(C) Where two or more proxies of a Member are present, the Company shall, unless otherwise expressly provided in the proxy, accept as the vote of all Limited Liability Company Interest(s) represented thereby the vote cast by a majority of them and, if a majority of the proxies cannot agree whether the Limited Liability Company Interest(s) represented shall be voted or upon the manner of voting, the voting of the Limited Liability Company Interest(s) shall be divided equally among those persons.

(D) Every proxy shall be executed in writing by the Member or by the duly authorized attorney-in-fact of the Member and filed with the Company.

(E) A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been given to the Company. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of the death or incapacity is given to the Company.

(F) An unrevoked proxy shall not be valid after three years from the date of its execution unless a longer time is expressly provided therein.

(e) Voting by Entities. Any entity that is a Member may vote by any of its officers or agents, or by proxy appointed by any officer or agent, unless some other person, by resolution of the board of directors, partners, members, trustees, etc. (as the case may be) of the entity or a provision of its governing documents, a copy of which resolution or provision certified to be correct by one of its officers or agents has been filed with the Company, is appointed its general or special proxy in which case that person shall be entitled to vote the Limited Liability Company Interest(s).

(d) Use of conference telephone and similar equipment. One or more Members or representatives may participate in a meeting of the Members 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.

GP5.2 Notice.

(a) *All Members.* Except as provided below, notice of every meeting of the Member(s) shall be sent (in a manner consistent with Section GP 13.1) by the Company to each Member no later than the tenth (10<sup>th</sup>) business day prior to the day specified for such meeting, unless an earlier time for notice is mandated by the Act, in which case such notice shall be given no later than the latest time specified in the Act.

If the Company neglects or refuses to give notice of a meeting, the Members calling the meeting may do so. Every such notice shall state the date, time and place of the meeting as well as a general statement of the business to be transacted at such meeting.

Notwithstanding the foregoing, when a meeting of Members is adjourned it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which the adjournment is taken.

Notwithstanding the foregoing, in the event any new or substituted Member is admitted to the Company between the date notice of the meeting is given to Members and the date of the meeting, such Member may, but need not be provided with notice.

(b) *Waiver of Notice.* Whenever any written notice is required to be given, a waiver thereof in writing, signed by the Member(s) entitled to the notice, whether before or after the meeting, shall be deemed equivalent to the giving of the notice. Furthermore, the waiver need not specify the purpose of or the business transacted at the meeting.

Attendance of a Member, either in person or by proxy, at any meeting (or execution of any consent in lieu of a meeting) shall constitute a waiver of notice of the meeting except where a Member 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.

GP5.3 **Conduct.** Unless a different Member is designated as chairman prior to or at the outset of any meeting by the unanimous consent of the Members, at every meeting of the Members the Member with the greatest Interest in the Company shall serve as the chairman of the meeting and shall determine the rules and procedures for the conduct of same. The chairman shall appoint a Member or other person to act as secretary.

GP5.4 **Consent of Members in Lieu of Meeting.** Any action permitted to be taken by the Members or Manager requiring the unanimous consent of the Members may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto is signed by all of the Members or the required Interest in the Company as further provided for herein (i.e. unanimous consent of the Members), and such consent shall be filed with the Company. Such consent shall specifically indicate thereon the dissent of any Member entitled to vote thereon. Additionally, any such consent may be signed in counterparts, or by facsimile, which shall collectively constitute the same instrument. Notwithstanding anything to the contrary herein contained, any action permitted to be taken by the Managing Member or Manager not requiring the consent of any other Member may

be taken by such Managing Member or Manager without a meeting of the Members and without any further action or written consent of any other Member.

## **GP6. TRANSFER OF LIMITED LIABILITY COMPANY INTEREST**

### **GP6.1 Transfers of Limited Liability Company Interests.**

(a) No Member may Transfer, in whole or in part, with or without consideration, a Limited Liability Company Interest or any right to participate in the management of the business and the affairs of the Company. Moreover, to the extent that the Company holds a license issued by the Public Utilities Commission of the Commonwealth of Pennsylvania, or other licenses to operate issued within the Commonwealth of Pennsylvania, the Member may not Transfer, in whole or in part, any Limited Liability Interest without due authority or approval by the relevant regulatory body if required. In the event of a Transfer where less than 100% of the interests are transferred, such Transfer may only occur in accordance with Section GP4.2.

## **GP7. CAPITAL & CAPITAL ACCOUNTS**

GP7.1 **Capital Accounts.** Capital Accounts shall be established, maintained and adjusted in accordance with the provisions of § 704(b) of the Code and Treasury Regulation § 1.704-1(b)(2) (as amended or any successor thereto) and to the extent any provision of this Agreement is inconsistent with said regulations, the said regulations shall control.

### (a) *Time of Credit, Debit and Adjustment.*

(i) All credits to a Member's Capital Account attributable to any Capital Contribution shall be made as of the date of such contribution.

(ii) All debits to a Member's Capital Account attributable to any distribution shall be made as of the date of such distribution.

(iii) Except as provided in Subsection (iv), all credits and debits to a Member's Capital Account resulting from allocations of Company income, gain, expenditures, loss, deduction and credit for any calendar year shall be made as of the last day of that year.

(iv) If any Member's interest in the Company would be adjusted for any reason provided for herein (including, but not limited to, the admission of a new Member or the termination of the Limited Liability Company Interest of any Member), all credits and debits to a Member's Capital Account resulting from allocations of Company income, gain, expenditures, loss, deduction and credit may be made, at the option of a unanimous consent of the Member(s), as of the day immediately prior to the day the adjustment would occur for the portion of that calendar year up to and including such date (or for the portion of that calendar year subsequent to any such prior allocation up to and including such date, if such an allocation had already occurred in said calendar

year). The allocation made pursuant to this Subsection (iv) shall be referred to as a "Mid-year Allocation".

(b) Method of Mid-year Allocation. The Company may, at its election, allocate income, gain, expenditures, loss, deduction and credit for any period which is less than a full calendar year by means of an interim closing of the Company books or by computing the Member's pro-rata share of such income, gain, expenditures, loss, deduction and credit as would have been attributable to such Member had the Member remained a Member for the entire calendar year (or remained a Member for the entire calendar year with the same Limited Liability Company Interest as such Member had on the first day of such year), or by means of any combination of the foregoing methods. Furthermore, while all Mid-year Allocations made in any calendar year shall be made in the same manner, to the extent permitted by applicable Federal income tax laws, the Company may vary the manner in which Mid-Year Allocations are made from year to year.

(c) Adjustments to Capital Accounts.

(i) If the Company shall determine that there is a material difference between the aggregate values of the property of the Company as set forth on the books of the Company and the aggregate fair market value of such property then, at the option of the Company, the Capital Accounts of the Member(s) shall be adjusted, immediately before any of the triggering events specified in the Subsection (ii), to reflect the fair market value of the Company property in a manner consistent with Treasury Regulation § 1.704-1(b)(2)(iv)(f) (as amended or any successor thereto).

(ii) The triggering events referenced in Subsection (i) are:

(A) a contribution of money and/or other property (other than a *de minimis* amount) to the Company by a new or existing Member as consideration for an interest in the Company;

(B) in connection with the liquidation of the Company and/or the distribution of money and/or other property (other than a *de minimis* amount) by the Company to a retiring or continuing Member as consideration for an interest in the Company;

(C) under generally accepted industry accounting principles provided substantially all of the property of the Company (other than money) consists of stock, securities, commodities, options, warrants, futures, or similar instruments which are readily tradable on an established securities market.

(iii) In the event of an adjustment to Capital Accounts as provided in this Subsection (c), the Member's Capital Accounts are to be further adjusted in a manner consistent with Treasury Regulation § 1.704-1(b)(2)(iv)(g) (as amended or any successor thereto).

GP7.2 **Return of Capital Contributions.** No Member shall be personally liable to any other Member for the return of any portion of the Capital Contributions of any other Member. The return of Capital Contributions shall be made solely from Company assets. No Member shall be required to pay to the Company or any other Member any deficit in the other Member's Capital Account upon dissolution or otherwise. Except as otherwise expressly provided in this Agreement, no Member shall have the right to withdraw any part of such Member's Capital Account nor demand a return of any part of such Member's Capital Contribution. No Member shall have the right to demand the receipt of property other than cash with respect to a Limited Liability Company Interest.

GP7.3 **No Interest.** No interest shall be paid by the Company on the initial or any subsequent contributions of Capital nor upon any unwithdrawn or undistributed profits of any Member which are credited to a Member's Capital Account.

GP7.4 **Loans.** The Company may borrow funds from any Member in which event such sums shall not be considered a Capital Contribution and shall bear interest at such commercially reasonable rate as may be specified in any promissory note evidencing said loan. Any Member who shall loan funds to the Company shall be treated as a nonmember with regard to said loans.

GP7.5 **Capital Calls.** The Company may not make any capital call on any Member nor otherwise require any Member to contribute cash and/or property and/or to perform services (except to the extent such Member shall have promised to do so) without the unanimous consent of the Member(s).

## **GP8. ALLOCATIONS & DISTRIBUTIONS**

GP8.1 **General Rules for Allocation.** Except as provided to the contrary in Section GP8.2 or any other provision of this Agreement, all items of Company income, gain, expense, loss, deduction and credit shall be allocated among the Member(s) according to their Limited Liability Company Interests.

### **GP8.2 Special Allocation Rules.**

(a) **Section 704(c) Allocation.** Allocations shall be made under § 704(c) of the Code (relating to elimination of the difference between the value and the basis of contributed assets) to the extent required by any valid regulation promulgated pursuant to § 704(c) of the Code or otherwise as reasonably specified by a unanimous consent of the Member(s).

(b) **Debts.** Allocations of loss and deduction attributable to any debt which is recourse or nonrecourse, as defined in Treasury Regulation § 1.752-1 (as amended or any successor thereto) shall be made to the Member(s) who bear the economic risk corresponding to such loss or deduction in a manner which is consistent with Treasury Regulations § 1.752-2, § 1.752-3, § 1.704-1 and § 1.704-2 (as amended or any successor thereto).

(c) Minimum Gain. Except to the extent provided in Treasury Regulation §1.704-2 (as amended, or any successor thereto), if there is a net decrease in Company “minimum gain”, as defined in Treasury Regulation §1.704-2 (as amended or any successor thereto), during a calendar year, each Member must be allocated items of Company income and gain for that year (and any other year specified in said regulation) equal to that Member's share of the net decrease in Company minimum gain as provided in Treasury Regulation § 1.704-2 (as amended or any successor thereto). The foregoing is intended to be a minimum gain charge back provision as described in Treasury Regulation § 1.704-2 (as amended or any successor thereto) and shall be interpreted and applied accordingly.

(d) Qualified Income Offset. If during any calendar year of the Company any Member unexpectedly receives an adjustment, allocation or distribution as described in Treasury Regulation § 1.704-1(b)(2)(ii)(d)(4), (5) or (6) (as amended or any successor thereto), there shall be allocated to that Member items of income and gain in an amount sufficient to eliminate that Member's deficit Capital Account balance (as defined in and to the extent required by Treasury Regulation § 1.704-1(b)(2) (as amended or any successor thereto) as quickly as possible. The foregoing is intended to be a “qualified income offset” provision as described in Treasury Regulation § 1.704-(b)(2)(ii)(d) (as amended, or any successor thereto), and shall be interpreted and applied accordingly.

(e) Allocation in the Event of Transfer. If a Limited Liability Company Interest is transferred or assigned, there shall be allocated to each Member or transferee who held (or is treated as have held) the transferred Limited Liability Company Interest during the calendar year of Transfer or assignment the product of (i) the Company's net profits or net losses allocable to such transferred interest for such year, and (ii) a fraction, the numerator of which is the number of days such Member held the transferred interest during such year and the denominator of which is the total number of days in such year; provided, however, that by a unanimous consent of the Member(s), the Company may allocate such net profits or losses by closing the books of the Company. Such allocation shall be made without regard to the date, amount or recipient of any distributions which may have been made with respect to such transferred interest.

(f) Allocations in the event of Capital Account Adjustment. In the event an adjustment to Capital Accounts as provided in GP7.1 (c) shall occur, then the allocations required by Treasury Regulation § 1.704-1(b)(2)(iv)(f)(4) (as amended or any successor thereto) shall be made in a manner consistent with Treasury Regulation § 1.704-1(b)(4)(i) (as amended or any successor thereto).

(g) Authority to Vary Allocations to Preserve and Protect Member(s)'s Intent. It is the intent that each Member's distributive share of income, gain, loss, deduction and credit (or item thereof) shall be determined and allocated in accordance with this Article GP8 to the fullest extent permitted by § 704(b) of the Code. In order to preserve and protect the determinations and allocations provided for in this Article GP8, by a unanimous consent of the Member(s), the Company may allocate income, gain, loss, deduction and credit (or item thereof) arising in any calendar year differently than otherwise provided for in this Article GP8 if, and to the extent that, allocating

income, gain, loss, deduction and credit (or item thereof) in the manner provided for in this Article GP8 would cause the determinations and allocations of each Member's distributive share of income, gain, loss, deduction and credit (or item thereof) not to be permitted by § 704(b) of the Code or any Treasury Regulations promulgated thereunder. Any allocation made pursuant to this Subsection (g) shall be deemed to be a complete substitute for any allocation otherwise provided for in Article GP8 and no amendment of this Agreement shall be required.

**GP8.3 Time for Allocation.** All allocations of Company income, gain, expenditures, loss, deduction and credit for any calendar year shall be made as of the one-hundred and eightieth (180<sup>th</sup>) day of that year and also as of the last day of that year, unless a unanimous consent of the Member(s) determines a different time of year for allocations. Provided, however, that if during any such calendar year there shall occur a Mid-year Allocation, the allocations to be made pursuant to Section GP8.1 and Section GP8.2 shall be made in the same manner and at the same time(s) as each such Mid-year Allocation.

**GP8.4 Ordinary Distributions.** Except as provided elsewhere in this Agreement, all distributions of Cash Flow, if distributed, shall be distributed to the Member(s) according to their relative Limited Liability Company Interests. Except as provided elsewhere in this Agreement, in no event may distributions be made to any Member pursuant to this Section unless a pro-rata distribution is made to all other Member(s).

**GP8.5 Special Distributions.** Except as provided elsewhere in this Agreement, Special Distributions shall be made according to the following priority:

- (a) To the Member(s) in an amount equal to their Net Capital Contributions;
- (b) To discharge the balance of the Capital Accounts of the Member(s) (i.e., to reduce any positive accounts to zero);
- (c) To the Member(s) in accordance with their Limited Liability Company Interests.

**GP8.6 Liquidating Distributions.** Except as provided elsewhere in this Agreement, Liquidating Distributions shall be made according to the following priority:

- (a) To pay or provide for the payment of the Company's liabilities, liquidating expenses and obligations, including but not limited to, any loan made to the Company from a Member or an Affiliate of a Member;
- (b) To the Member(s) in an amount equal to the his / her Net Capital Contributions;
- (c) To discharge the balance of the Capital Accounts of the Member(s) (i.e., to reduce any positive accounts to zero);

(d) To the Member(s) in accordance with their Limited Liability Company Interests.

GP8.7 **No Preference to Distributions**. Except to the extent that a preference is created as a result of the order of distribution set forth in Sections GP8.5, GP8.6 or elsewhere in this Agreement, no Member shall receive preference over any other Member with regard to any distribution from the Company.

GP8.8 **No Right to Distribution**. The existence of cash or other property which may be distributed does not give a Member the right to demand distribution of same and no distributions shall be made except as deemed appropriate by the unanimous consent of the Member(s).

## GP9. COMPANY BOOKS & TAX MATTERS

### GP9.1 **Books & Records**.

(a) **Method of Accounting**. The Company shall keep and maintain complete and accurate books and financial records on either the cash basis, income tax basis, or accrual basis in accordance with sound accounting principles consistently applied, as may be determined by the unanimous consent of the Member(s), and shall set aside on its books all such proper reserves as shall be required by the method of accounting determined by the unanimous consent of the Member(s).

(b) **Location of Books and Records**. All books and records of the Company shall be kept and maintained at such place as may be designated by the unanimous consent of the Member(s), and an accounting and profit and loss statement shall be provided to the Member(s) twice a year in June and December.

GP9.2 **Calendar Year**. The books and records of the Company shall be maintained on a calendar year basis.

### GP9.3 **Tax Matters**.

(a) **Tax Elections**. Except as provided in Subsection (d), all elections with respect to Federal and state income tax matters shall be made by the unanimous consent of the Member(s).

(b) **Returns**. The Company shall prepare or cause to be prepared and shall file on or before the due date (as *same* may be extended) any Federal, state and/or local tax returns required to be filed by the Company.

(c) **Tax Information**. The Company shall provide each Member with all information and/or forms as may be mandated by the Code and any other applicable state or local law within the time parameters specified in said Code or such other law.

(d) Tax Matters Member. Unless a different Member is designated as such by the unanimous consent of the Member(s), the “tax matters partner” for the Company as that term is used in § 6231 of the Code shall be the Member with the greatest Interest in the Company. Such Member, acting as tax matters partner, may enter into an agreement with the Internal Revenue Service with respect to the tax treatment of any Company income, gain, expense, loss, deduction and credit and, to the extent permitted under the Code may expressly agree that such agreement shall bind the other Member(s) of the Company. Any Member serving as the tax matters partner may be removed by the unanimous consent of the Member(s) at any time, and from time to time. Any Member serving as the tax matters partner may resign at any time.

## **GP10. DISSOLUTION & TERMINATION**

GP10.1 Causes of Dissolution. The Company shall dissolve upon the occurrence of any of the following events:

- (a) upon the unanimous written consent of the Member(s); or
- (b) thirty (30) days after the distributions of the proceeds of a cash sale of all of the Company's assets and real estate, or, if an installment sale, thirty (30) days following the distribution of the installment obligation or the proceeds of the last installment payment.

### GP10.2 Liquidation.

(a) Liquidation. Upon the dissolution of the Company, the Managing Member (or such other Member or trustee/agent as may be designated by the Managing Member) shall commence to wind up the affairs of the Company and to liquidate its assets. Said Member (or trustee/agent) shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company assets pursuant to such liquidation, having due regard for the activity and condition of the relevant markets and general financial and economic conditions. During the period of the dissolution of the Company and the termination of its affairs, the business of the Company shall be continued to the extent necessary to allow an orderly winding up of the Company's business. Assets shall be liquidated as promptly as possible consistent with obtaining a fair value therefor.

## **GP11. EXCULPATION AND INDEMNIFICATION**

GP11.1 Exculpation. Except in the event of gross negligence, recklessness, willful misconduct or breach of a Member's or Manager's fiduciary duties or as otherwise provided in Section GP3.5, no Member or Manager shall be liable, responsible or accountable in damages or otherwise to any other Member, Manager and/or the Company for any act or omission, on behalf of the Company, performed or omitted by the Member or Manager in good faith and in a manner reasonably believed by the Member or Manager to be consistent with this Agreement.

## GP11.2 Indemnification by Company.

(a) General Rule. Except as otherwise provided in this Agreement, the Company hereby agrees to indemnify, defend and save each Member and Manager harmless from and against any loss, damage or expenditure incurred (or which would have been incurred but for the payment thereof by the Company pursuant hereto) by each Member and Manager, including, but not limited to, court costs and attorneys' fees, by reason of any act or omission performed or omitted by the Member or Manager in good faith and in a manner reasonably believed by the Member or Manager to be within the scope of the authority granted to the Member or Manager by this Agreement and/or related to the issuance, sale or transfer of any interest in this Company to any Member or Manager (including, but not limited to violations of the Securities Act of 1933 and other federal and/or state security laws) and not involving gross negligence, recklessness, willful misconduct, breach of the Member's or Manager's fiduciary duties and/or by reason of the Member being a Member or a Manager being a Manager in the Company, and such loss, damage or expenditure shall be paid or reimbursed by the Company to the extent assets are available therefor, but no Member or Manager shall have any personal liability to any other Member, Manager or to the Company on account thereof.

(b) Limitations.

(i) Insurance. The obligation(s) of indemnification provided in this Section GP11.2 shall not include an obligation to pay (or reimburse) any claim, cost or expense which is otherwise payable pursuant to any contract of insurance or other right of indemnification. Nothing contained herein shall be deemed to create any obligation of any nature whatsoever to any insurer and/or third party indemnitor for reimbursement, contribution or otherwise for any sums paid which would have been subject to indemnification pursuant to this Article but for this Subsection (i).

(ii) No advancement of expenses for indemnification shall be made pursuant to this Section GP11.2 without the unanimous consent of the Member(s).

## GP12. AMENDMENT

### GP12.1 Agreement.

(a) General Rule. Except as provided in Subsection (b), this Agreement may only be amended in writing with the unanimous consent of the Member(s).

(b) No Reduction. No amendment made to this Agreement shall have the effect of reducing the Limited Liability Company Interest of any Member unless said Member shall provide written consent to such amendment and no amendment which is adopted to permit an action which could result in the reduction of the Limited Liability Company Interest of any Member shall be valid unless said Member shall provide written consent to such amendment. Nothing in this Subsection (b), however, shall limit the reduction of a Member's Limited Liability Company Interest as a result of the application of any other provision of this Agreement.

GP12.2 **Certificate.** Except to the extent appropriate to conform same to this Agreement (as amended) or with regard to a change of the registered office or agent of the Company in which events the Company's Certificate may be amended with the unanimous consent of the Member(s), the Company's Certificate may not be modified or amended without the consent of all of the Member(s). A copy of any amended Certificate shall be provided to each Member.

### GP13. NOTICES

GP13.1 All notices required to be given pursuant to this Agreement shall be given personally or be sent (by: hand delivery, certified mail, return receipt requested; overnight express delivery service; telegram; telex; or telecopy) to the addresses specified in this Agreement and/or in any applicable joinder or other agreement (or any superseding addresses specified by proper notice) with all postage or other charges of conveyance prepaid and shall be effective upon the earlier of the actual receipt thereof; or second day (excluding weekends and Federal holidays) after the proper sending thereof.

### GP14. APPLICABLE LAW & SERVICE

#### GP14.1 **Applicable Law.**

(a) Act. The Company is established pursuant to, and its operations shall be governed by, the Act.

(b) Federal Taxation. With regard to all matters of Federal taxation, this Agreement shall be subject to and be construed under the Code as well as the regulations promulgated thereunder and to the Act to the extent applicable.

(c) General Law. With regard to issues outside the scope of the Act, this Agreement shall be subject to and shall be construed under the laws of the Commonwealth of Pennsylvania.

GP14.2 **Service.** Any and all service of process and any other notice in any legal action, arbitration, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be effective against any party hereto if given by any means authorized in Section GP13.1. Nothing herein contained shall be deemed to affect the right of any party to serve process in any other manner if permitted by law.

### GP15. MISCELLANEOUS

GP15.1 **Benefit.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon any Member and Manager (including any additional and substituted Member or Manager) and his / her respective personal representatives, heirs, successors and assigns.

GP15.2 **Context**. Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference in this Agreement to the masculine gender shall be meant to include the female and neuter and vice versa.

GP15.3 **Headings**. The headings of any Article or Section hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

GP15.4 **Preamble**. Any preamble to this Agreement is incorporated herein by this reference. Such preamble, however, is intended to be of an interpretational nature only and is not intended to be construed as establishing any duty, obligation or right independent of those contained in an Article or Section.

GP15.5 **Exhibits**. All exhibits and schedules referenced in this Agreement are incorporated herein by this reference.

GP15.6 **Severability**. All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.

GP15.7 **Waiver**. One or more waivers of any representation, covenant, term or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term or condition. The consent or approval by any Member to or of the act by any other Member or the Company requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

GP15.8 **Merger**. This Agreement (including all exhibits, schedules and other attachments hereto and all other agreements referred to herein) incorporates and embodies the entire understanding and agreement between the parties hereto with reference to the subject matter hereof and to any of the matters hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, representations, agreements, understandings and arrangements thereto being herein merged.

GP15.9 **Duplicates**. In the event that two or more copies of this Agreement are executed by all of the parties hereto, each executed copy shall be deemed an original, but all shall collectively constitute the same instrument.

GP15.10 **Counterparts**. In the event that two or more counterparts of this Agreement are executed all such counterparts shall collectively constitute the same instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

GP15.11 **Seal.** The Company shall have a seal in the form of a circle containing the name of the Company, the year of organization and such other details as may be approved by the unanimous consent of the Member(s).

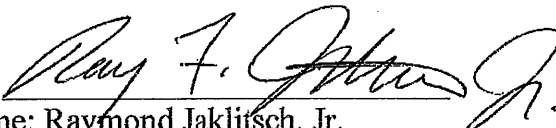
GP15.12 **Limited Liability Company Interest Certificates.** The Company shall have and issue certificates evidencing the ownership of Limited Liability Company Interests. They shall be in such form as may be approved by the unanimous consent of the Member(s).

**Exhibit "E"**  
**Statement of Officer of Transferor**

I, Ray Jaklitsch, Jr. in response to question 12a of the foregoing Application for Transfer, as the sole shareholder and officer of Classic British Limousine Service, Inc. ("Transferor"), hereby state that as of March 29, 2016, to the best of my understanding and belief there are no outstanding business debts of the Transferor. All of the business loans of the Transferor have been satisfied.

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

**Classic British  
Limousine Service, Inc**

By:   
Name: Raymond Jaklitsch, Jr.  
Title: President