

**APPLICATION FOR APPROVAL TO CHANGE LIMITED LIABILITY CORPORATION  
MEMBERSHIP FOR COMMON CARRIERS OF HOUSEHOLD GOODS OR  
PASSENGERS (Except GP16+)**

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

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Full and correct name of Certificated Carrier:

Kinetic Movers LLC  
\_\_\_\_\_

2. Docket number of Certificated Carrier: A-2022-3034028

3. Attorney(s) for the Application:

Name: <u>Andrew J. Horowitz, Esq.</u>
Address: <u>525 William Penn Place, Ste. 1710</u> <u>Pittsburgh, PA 15219</u>
Telephone: <u>412</u> - <u>288</u> - <u>2461</u>
Email: <u>andrew.horowitz@obermayer.com</u>
<b>REPRESENTING:</b> <u>Karsten DeSario and Alexandria Smith</u>

Name: _____
Address: _____ _____
Telephone: _____ - _____ - _____
Email: _____
<b>REPRESENTING:</b> _____

Name: _____
Address: _____ _____
Telephone: _____ - _____ - _____
Email: _____
<b>REPRESENTING:</b> _____

1. Current Members of Limited Liability Corporation of Certificated Carrier:

a) Number of current members: 2

b) Member Names:

Karsten DeSario (50%)

Alexandria Smith (50%)

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2. Requested Membership Changes of Limited Liability Corporation:

a) Exiting Members:

Alexandria Smith

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b) New Members:

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3. If existing, new, or departing members of the limited liability corporation are in control of, or affiliated with each other, or with any other carrier, state the name of carriers, their docket numbers, and nature of the control or affiliation.

Members are not affiliated with any other carrier. They are brother and sister and have amicably decided that

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Karsten will buy out Alexandria's membership interest and Alexandria will exit the business.

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4. Consideration for the transfer of membership (if nominal, explain):

Karsten will pay Alexandria a sum of \$100,000 for her membership interest.

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5. The consideration will be paid as follows:

\$10,000 upon closing with the remainder paid in monthly installments of at least 35% of net profit each month, starting on April 1, 2025. This will be secured with a promissory note executed by Karsten in favor of Alexandria.

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Interest will not be charged.

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6. The reasons for the proposed transfer are:

Karsten and Alexandria are brother and sister. Alexandria agreed to partner with Karsten to assist him in launching his business, but no longer wishes to be involved now that the business is established.

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Karsten and Alexandria have amicably worked out this buy-out.

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7. The following must be attached to the completed application

- A statement containing a brief corporate history of the Certificated Carrier, the purpose for which it was created, a description of the service it furnishes to the public and a description of the territory in which it operates.
- Statements of Financial Condition (Income Statements and Balance Sheets) for the Limited Liability Corporation and the proposed new members.
- Verified Statement(s) of new member(s)/owner(s) if a complete change of ownership
- If the new member/owner is a corporate entity provide a complete list of members, or officers and shareholders with shares.
- If the new member/owner is a corporate entity provide a copy of corporation papers from PA Dept. of State

**WHEREFORE**, the Limited Liability Corporation Memberships request that the Commission approve the Application.

Existing  
Members sign  
here:

Karsten DeSario [Signature] 12/02/2024  
(Each Member must sign) (Date)

(Corporate Seal)

Alexandria Gate [Signature] 12/02/2024  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Exiting  
Members sign  
here:

Alexandria Gate [Signature] 12/02/2024  
(Date)

(Corporate Seal)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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

COMMONWEALTH OF PENNSYLVANIA :

: SS:

~~York~~ Franklin County :

Commonwealth of Pennsylvania - Notary Seal  
Jesus Eduardo Garcia Luna, Notary Public  
Franklin County  
My Commission Expires July 19, 2028  
Commission Number 1450876

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

  
Signature of Affiant

Sworn and subscribed before me on this  
2 day of December  
20 24 My Commission expires  
7-19-28

  
Signature of Official Administering Oath

**AFFIDAVIT OF CERTIFICATED CARRIER (CORPORATION)**

COMMONWEALTH OF PENNSYLVANIA :

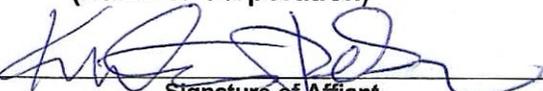
: SS:

York County :

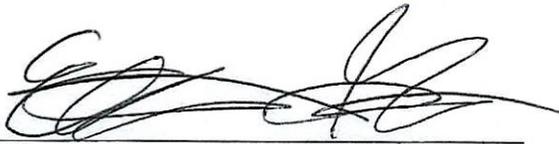
Commonwealth of Pennsylvania - Notary Seal  
Jesus Eduardo Garcia Luna, Notary Public  
Franklin County  
My Commission Expires July 19, 2028  
Commission Number 1450876

Karsten DeSario, being duly sworn (affirmed) according to law, deposes and says that he/she is Owner of Kinetic Movers, LLC,  
(Office of Affiant) (Name of Corporation)

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

  
Signature of Affiant

Sworn and subscribed before me on this  
2 day of December  
20 24 My Commission expires  
7-19-28

  
Signature of Official Administering Oath

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

COMMONWEALTH OF PENNSYLVANIA :

: SS:

~~York~~ Franklin County :

Commonwealth of Pennsylvania - Notary Seal  
Jesus Eduardo Garcia Luna, Notary Public  
Franklin County  
My Commission Expires July 19, 2028  
Commission Number 1450876

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

  
Signature of Affiant

Sworn and subscribed before me on this 2 day of December 2021 My Commission expires 7-19-28

  
Signature of Official Administering Oath

AFFIDAVIT OF BUYER/SELLER (CORPORATION)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

\_\_\_\_\_ County :

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

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

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Signature of Official Administering Oath

# Balance Sheet

As of October 31st, 2024

Kinetic Movers LLC



	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Average	PYPMA
<b>Assets</b>														
<b>Current Assets</b>														
<b>Bank Accounts</b>														
1001 PNC Checking Account (2659)	-	-	9,984	4,743	7,859	7,318	22,112	52,578	54,061	50,468	55,975	75,606	28,392	75,606
1002 PNC Business Checking (5654)	-	-	1,000	1,306	1,000	1,420	5,697	3,825	1,324	5,672	10,142	1,357	2,729	1,357
<b>Total Bank Accounts</b>	-	-	<b>10,984</b>	<b>6,049</b>	<b>8,859</b>	<b>8,738</b>	<b>27,809</b>	<b>56,403</b>	<b>55,385</b>	<b>56,140</b>	<b>66,117</b>	<b>76,964</b>	<b>31,121</b>	<b>76,964</b>
<b>Accounts Receivable</b>														
1019 Accounts Receivable (A/R)	-	-	-610	-860	-2,210	2,779	-1,902	-4,556	-8,480	-8,512	-8,945	-7,479	-3,398	-7,479
<b>Total Accounts Receivable</b>	-	-	<b>-610</b>	<b>-860</b>	<b>-2,210</b>	<b>2,779</b>	<b>-1,902</b>	<b>-4,556</b>	<b>-8,480</b>	<b>-8,512</b>	<b>-8,945</b>	<b>-7,479</b>	<b>-3,398</b>	<b>-7,479</b>
<b>Other Current Assets</b>														
1020 Undeposited Funds	-	43,659	610	110	7,973	1,674	4,188	8,379	9,946	15,272	9,160	18,236	9,934	18,236
1021 Prepaid Expenses/Liabilities	-	-	-	-	-	-	-3,609	-7,219	-	-	-	-	-902	-
<b>Total Other Current Assets</b>	-	<b>43,659</b>	<b>610</b>	<b>110</b>	<b>7,973</b>	<b>1,674</b>	<b>578</b>	<b>1,160</b>	<b>9,946</b>	<b>15,272</b>	<b>9,160</b>	<b>18,236</b>	<b>9,032</b>	<b>18,236</b>
<b>Total Current Assets</b>	-	<b>43,659</b>	<b>10,984</b>	<b>5,299</b>	<b>14,621</b>	<b>13,191</b>	<b>26,485</b>	<b>53,008</b>	<b>56,850</b>	<b>62,901</b>	<b>66,333</b>	<b>87,721</b>	<b>36,754</b>	<b>87,721</b>
<b>Fixed Assets</b>														
<b>1030 Fixed Assets</b>														
1030a Vehicles	36,869	36,869	36,869	36,869	36,869	36,869	36,869	36,869	36,869	42,664	42,664	42,664	38,318	5,795
<b>Total 1030 Fixed Assets</b>	<b>36,869</b>	<b>42,664</b>	<b>42,664</b>	<b>42,664</b>	<b>38,318</b>	<b>5,795</b>								
1031 Accumulated Depreciation	-	-29,864	-29,864	-29,864	-29,864	-29,864	-29,864	-29,864	-29,864	-29,864	-29,864	-29,864	-27,375	-29,864
<b>Total Fixed Assets</b>	<b>36,869</b>	<b>7,005</b>	<b>12,800</b>	<b>12,800</b>	<b>12,800</b>	<b>10,942</b>	<b>-24,069</b>							
<b>Total Assets</b>	<b>36,869</b>	<b>50,664</b>	<b>17,989</b>	<b>12,304</b>	<b>21,626</b>	<b>20,196</b>	<b>33,490</b>	<b>60,013</b>	<b>63,855</b>	<b>75,701</b>	<b>79,133</b>	<b>100,521</b>	<b>47,697</b>	<b>63,652</b>
<b>Liabilities and Equity</b>														
<b>Liabilities</b>														
<b>Current Liabilities</b>														
<b>Accounts Payable</b>														
2001 Accounts Payable (A/P)	-	3,170	-	-	-	-	-	-	-	-	-	-	264	-
<b>Total Accounts Payable</b>	-	<b>3,170</b>	-	-	-	-	-	-	-	-	-	-	<b>264</b>	-
<b>Credit Card</b>														
2020 Capital One CC- (6879)	-	1,699	1,723	1,426	630	2,331	1,018	1,735	858	1,214	2,342	881	1,321	881
2021 Amex Amazon Business Prime Card (1008)	-	-	-	-	-	150	594	828	514	458	10	500	254	500
<b>Total Credit Card</b>	-	<b>1,699</b>	<b>1,723</b>	<b>1,426</b>	<b>630</b>	<b>2,480</b>	<b>1,612</b>	<b>2,562</b>	<b>1,373</b>	<b>1,672</b>	<b>2,351</b>	<b>1,381</b>	<b>1,576</b>	<b>1,381</b>

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# Balance Sheet

As of October 31st, 2024

Kinetic Movers LLC



	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Average	PYPMA
<b>Total Current Liabilities</b>	-	4,869	1,723	1,426	630	2,480	1,612	2,562	1,373	1,672	2,351	1,381	1,840	1,381
Long-Term Liabilities														
2040 Santander Truck Loan	-	-	29,818	29,123	28,423	27,723	27,023	26,323	25,623	24,923	24,223	23,523	22,227	23,523
<b>Total Long-Term Liabilities</b>	-	-	29,818	29,123	28,423	27,723	27,023	26,323	25,623	24,923	24,223	23,523	22,227	23,523
<b>Total Liabilities</b>	-	4,869	31,541	30,549	29,053	30,203	28,635	28,885	26,995	26,595	26,574	24,904	24,067	24,904
Equity														
3001 Retained Earnings	-38,790	-	-	-	-	-	-	-	-	-	-	-	-3,233	38,790
3002 Opening Balance Equity	-	-	-	-	-	-	-	-	-	-	-	488	41	488
3003 (Karsten Desario) - (50%) - Capital	37,308	37,308	22,897	22,897	22,897	22,897	22,897	22,897	22,897	22,897	22,897	22,897	25,299	-14,411
3003a (Karsten Desario) - Current Year Draw/Investments	-	-17,782	-38,547	-42,751	-45,537	-47,829	-47,829	-49,256	-50,817	-50,530	-52,330	-57,645	-41,738	-57,645
<b>Total 3003 (Karsten Desario) - (50%) - Capital</b>	<b>37,308</b>	<b>19,526</b>	<b>-15,650</b>	<b>-19,854</b>	<b>-22,640</b>	<b>-24,932</b>	<b>-24,932</b>	<b>-26,359</b>	<b>-27,920</b>	<b>-27,633</b>	<b>-29,433</b>	<b>-34,748</b>	<b>-16,439</b>	<b>-72,056</b>
3004 (Alexandria Smith) - (50%) - Capital	37,310	37,310	22,898	22,898	22,898	22,898	22,898	22,898	22,898	22,898	22,898	22,898	25,300	-14,412
3004a (Alexandria Smith) - Current Year Draw/Investments	-	-17,783	-33,013	-34,573	-34,947	-34,947	-34,525	-34,525	-34,525	-34,525	-35,725	-35,725	-30,401	-35,725
<b>Total 3004 (Alexandria Smith) - (50%) - Capital</b>	<b>37,310</b>	<b>19,527</b>	<b>-10,115</b>	<b>-11,675</b>	<b>-12,049</b>	<b>-12,049</b>	<b>-11,627</b>	<b>-11,627</b>	<b>-11,627</b>	<b>-11,627</b>	<b>-12,827</b>	<b>-12,827</b>	<b>-5,101</b>	<b>-50,137</b>
Net Income	1,041	6,742	12,213	13,284	27,263	26,974	41,414	69,114	76,407	88,366	94,819	122,705	48,362	121,663
<b>Total Equity</b>	<b>36,869</b>	<b>45,795</b>	<b>-13,551</b>	<b>-18,245</b>	<b>-7,427</b>	<b>-10,007</b>	<b>4,855</b>	<b>31,128</b>	<b>36,860</b>	<b>49,106</b>	<b>52,559</b>	<b>75,618</b>	<b>23,630</b>	<b>38,749</b>
<b>Total Liabilities and Equity</b>	<b>36,869</b>	<b>50,664</b>	<b>17,989</b>	<b>12,304</b>	<b>21,626</b>	<b>20,196</b>	<b>33,490</b>	<b>60,013</b>	<b>63,855</b>	<b>75,701</b>	<b>79,133</b>	<b>100,521</b>	<b>47,697</b>	<b>63,652</b>

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# Cash Flow Statement - Prior 12 Months

October 2024

Kinetic Movers LLC



	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Total	PYPMA
<b>Operating Activities</b>														
Net Income	-	5,701	12,213	1,071	13,979	-288	14,440	27,700	7,293	11,959	6,453	27,886	128,406	27,886
Adjustments to Net Income														
1019 Accounts Receivable (A/R)	-	-	610	250	1,350	-4,989	4,681	2,654	3,924	31	433	-1,466	7,479	-1,466
1021 Prepaid Expenses/Liabilities	-	-	-	-	-	-	3,609	3,609	-7,219	-	-	-	-	-
1031 Accumulated Depreciation	-	29,864	-	-	-	-	-	-	-	-	-	-	29,864	-
2001 Accounts Payable (A/P)	-	3,170	-3,170	-	-	-	-	-	-	-	-	-	-	-
2020 Capital One CC-(6879)	-	1,699	24	-297	-796	1,701	-1,313	716	-877	356	1,128	-1,461	881	-1,461
2021 Amex Amazon Business Prime Card (1008)	-	-	-	-	-	150	445	233	-313	-57	-448	491	500	491
<b>Total Adjustments to Net Income</b>	-	<b>34,733</b>	<b>-2,536</b>	<b>-47</b>	<b>554</b>	<b>-3,139</b>	<b>7,423</b>	<b>7,213</b>	<b>-4,484</b>	<b>331</b>	<b>1,112</b>	<b>-2,436</b>	<b>38,723</b>	<b>-2,436</b>
<b>Total Operating Activities</b>	-	<b>40,434</b>	<b>9,677</b>	<b>1,024</b>	<b>14,532</b>	<b>-3,427</b>	<b>21,863</b>	<b>34,912</b>	<b>2,809</b>	<b>12,290</b>	<b>7,565</b>	<b>25,449</b>	<b>167,129</b>	<b>25,449</b>
<b>Investing Activities</b>														
1030a Fixed Assets:Vehicles	-	-	-	-	-	-	-	-	-	-5,795	-	-	-5,795	36,869
<b>Total Investing Activities</b>	-	-	-	-	-	-	-	-	-	<b>-5,795</b>	-	-	<b>-5,795</b>	<b>36,869</b>
<b>Financing Activities</b>														
2040 Santander Truck Loan	-	-	29,818	-695	-700	-700	-700	-700	-700	-700	-700	-700	23,523	-700
3001 Retained Earnings	-	38,790	-6,742	-	-	-	-	-	-	-	-	-	32,048	-36,869
3002 Opening Balance Equity	-	-	-	-	-	-	-	-	-	-	-	488	488	488
3003 (Karsten Desario) -(50%) -Capital	-	-	-14,411	-	-	-	-	-	-	-	-	-	-14,411	-
3003a (Karsten Desario) -(50%) -Capital:(Karsten Desario) -Current Year Draw/Investments	-	-17,782	-20,765	-4,205	-2,785	-2,292	-	-1,427	-1,561	287	-1,800	-5,315	-57,645	-5,315
3004 (Alexandria Smith) -(50%) -Capital	-	-	-14,412	-	-	-	-	-	-	-	-	-	-14,412	-
3004a (Alexandria Smith) -(50%) -Capital:(Alexandria Smith) -Current Year Draw/Investments	-	-17,783	-15,230	-1,560	-375	-	422	-	-	-	-1,200	-	-35,725	-
<b>Total Financing Activities</b>	-	<b>3,225</b>	<b>-41,742</b>	<b>-6,460</b>	<b>-3,860</b>	<b>-2,992</b>	<b>-278</b>	<b>-2,127</b>	<b>-2,261</b>	<b>-413</b>	<b>-3,700</b>	<b>-5,527</b>	<b>-66,134</b>	<b>-42,396</b>
Net Cash Increase For Period	-	43,659	-32,064	-5,436	10,672	-6,420	21,585	32,786	548	6,082	3,865	19,922	95,200	19,922

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**A statement containing a brief corporate history of the Certificated Carrier, the purpose for which it was created, a description of the service it furnishes to the public and a description of the territory in which it operates.**

Kinetic Movers was founded in 2022 by Karsten DeSario and Alexandria Smith, brother and sister. It is certificated by the PUC to transport household goods in-use between points in Pennsylvania as well as property other than household goods.

## MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (“**Agreement**”) is made as of the 30 day of NOV, 2024 (the “**Effective Date**”), by and between KINETIC MOVERS LLC, a Pennsylvania limited liability company (“**Company**”), and KARSTEN DESARIO (“**Purchaser**”), and ALEXANDRIA SMITH (the “**Seller**”).

### BACKGROUND

- A. Seller and Purchaser are the members the **Company**.
- B. Seller and Purchaser co-founded the **Company** as equal members in the Limited Liability Corporation in 2022.
- C. Seller owns 50% of the total membership interests in the **Company** (the foregoing being referred to hereinafter collectively as the “**Interests**”).
- D. Purchaser desires to acquire from Seller and Seller desires to convey to Purchaser all of her **Interests** in the manner, for the consideration, and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

### AGREEMENTS

1. **Sale of Interests.** Purchaser hereby purchases from Seller and Seller hereby sells to Purchaser all of the **Interests** for a purchase price of One Hundred Thousand Dollars (\$100,000.00), with \$10,000.00 paid upon Closing and the remainder paid according to the Promissory Note attached as Exhibit B. Upon Closing, Seller shall deliver to the Purchaser an assignment of membership interest in the form attached hereto as Exhibit A, duly executed by Seller, transferring the **Interests** to Purchaser.
2. **Closing Date; Approval by PUC.** The Closing shall occur at a mutually convenient time and place within ten days following approval of Kinetic Movers LLC’s

application to the PA PUC for approval to change limited liability corporation membership. This Agreement shall be null and void in the event that such application is rejected by the PUC.

3. **Resignation.** As of Closing, Seller shall be deemed to have resigned any positions of employment or otherwise that she holds with the Company.

4. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Purchaser, intending for Purchaser to rely hereon, as follows:

(a) Seller owns the Interests beneficially and of record, free and clear of all liens, encumbrances, claims and other charges of any kind.

(b) Seller has the full and unrestricted right to enter into this Agreement and transfer the Interests to the Purchaser free and clear of all liens, encumbrances, claims, and other charges of any kind.

(c) Seller has full power and authority to execute and deliver this Agreement and consummate the transactions on its part contemplated herein and is under no disability or incapacity rendering this Agreement or such transactions void or voidable or requiring the joinder of any other person. This Agreement is the legal, valid, and binding obligation of Seller, enforceable against it, in accordance with its terms.

(d) The execution and delivery of this Agreement does not, and the consummation by Seller of the transactions contemplated herein and the fulfillment by Seller of the terms, conditions, and provisions hereof, will not conflict with, or result in a breach of, any of the terms, conditions or provisions of any law or any agreement or instrument to which Seller is a party or by which Seller is bound.

(e) Seller acknowledges that she: (i) has had access to the books, records, and financial information of the Company; (ii) believes that the consideration paid for the Interests is fair; (iii) has not been coerced or induced to enter this Agreement or to sell the Interests and does so voluntarily without reliance upon any representations or warranties of Purchaser except as set forth in this Agreement; and (iv) has had the opportunity before entering into this Agreement to consult her own legal counsel and other advisers about its rights and the financial, tax and other consequences to Seller of entering into this Agreement and selling the Interests.

5. **Purchaser's Representations and Warranties.** Purchaser hereby represents and warrants to Seller, intending for Seller to rely hereon, as follows:

(a) Purchaser has the full and unrestricted right to enter into this Agreement and purchase the Interests from Seller.

(b) Purchaser has full power and authority to execute and deliver this Agreement and consummate the transactions on his part contemplated herein, and is under no disability or incapacity rendering this Agreement or such transactions void or voidable or requiring the joinder of any other person. This Agreement is the legal, valid, and binding obligation of Purchaser, enforceable against its, in accordance with its terms.

(c) The execution and delivery of this Agreement does not, and the consummation by Purchaser of the transactions contemplated herein and the fulfillment by Purchaser of the terms, conditions, and provisions hereof, will not conflict with, or result in a breach of, any of the terms, conditions or provisions of any law or any agreement or instrument to which Purchaser is a party or by which Purchaser is bound.

(d) Purchaser has had the opportunity before entering into this Agreement to consult his own legal counsel and other advisers about its rights and the financial, tax and other consequences to Seller of entering into this Agreement and selling the Interests.

6. **Books and Records.** All books, records, and accounts of the Company (collectively, the “**Books and Records**”), whether prepared by Seller or otherwise coming into its possession, and any copies, transcriptions or notes thereof, shall be delivered to Purchaser at Closing (without retention of any copies, transcriptions or notes thereof). Seller represents that she has not removed, and agrees that it shall not remove, any Books and Records from the premises of the Company.

7. **Additional Covenants; Asset Transfers.** As part of the consideration that supports this Agreement, the parties agree that:

(a) the Purchaser shall execute and file all necessary paperwork with the Pennsylvania Department of State to facilitate this transaction;

(b) Purchaser agrees to pay off all credit cards that are jointly held on or before the Closing; and

(c) Purchaser will refinance the truck that is jointly financed by Seller to remove Seller from the loan on or by October 1, 2025.

8. **Indemnification.**

(a) Survival of Representations, Warranties, and Agreements. All representations, warranties, and agreements made by the parties in this Agreement shall survive the sale and transfer of the Interests.

(b) Indemnification by Seller. Seller shall defend, indemnify, and hold Purchaser harmless from and against all actual or potential claims, demands, liabilities, damages, losses and out-of-pocket expenses, including without limitation, reasonable attorneys' fees, whether or not reduced to judgment, order or award, caused by or arising out of the breach of any agreement of or any representation or warranty made by Seller in this Agreement.

(c) Indemnification by Purchaser. Purchaser shall defend, indemnify and hold Seller harmless from and against all actual or potential claims, demands, liabilities, damages, losses, and out-of-pocket expenses, including without limitation, reasonable attorneys' fees, whether or not reduced to judgment, order or award, caused by or arising out of the breach of any agreement of or any representation or warranty made by Purchaser in this Agreement.

(d) Defense of Claims by Third Parties. If a claim is asserted by a third-party against which indemnification is proper under this Section 8, prompt notice of same shall be given to the other party who shall defend against the claim at its own expense with counsel of its own choosing.

9. **Mutual Releases.**

(a) Except for claims relating to a breach of this Agreement, Seller releases and discharges the Purchaser and Company, and each other and their successors, assigns, subsidiaries, affiliates, representatives, agents, and employees from any and all claims, causes of actions, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, promises, trespasses, damages, obligations, losses, expenses,

demands attorneys' fees and costs, whatsoever, in law or in equity, known or unknown, suspected or unsuspected, foreseen or unforeseen which the parties ever had, now have, or hereafter can, shall, or may have in the future for, upon, or by reason of any matter, cause or thing whatsoever relating to the Company.

(b) Except for claims relating to a breach of this Agreement, the Purchaser and the Company, on behalf of themselves and their members, successors, assigns, subsidiaries, affiliates, representatives, agents, and employees release and discharge the Seller, and each of her successors, assigns, subsidiaries, affiliates, representatives, agents, and employees from any and all claims, causes of actions, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, promises, trespasses, damages, obligations, losses, expenses, demands attorneys' fees and costs, whatsoever, in law or in equity, known or unknown, suspected or unsuspected, foreseen or unforeseen which the parties ever had, now have, or hereafter can, shall, or may have in the future for, upon, or by reason of any matter, cause or thing whatsoever relating to relating to the Company.

10. **Taxes.** Purchaser shall pay all federal, state and local taxes, including but not limited to estimated taxes, relating to the Company that come due after Closing.

11. **Choice of Law; Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its principles of conflicts of law.

12. **Non-Waiver.** No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any further exercise of any right, power or remedy.

13. **Entire Agreement; Amendments.** This Agreement constitutes the entire understanding of the parties and supersedes all prior and contemporaneous negotiations, representations, understandings and writings on the subject hereof. It may not be altered, amended or any of its provisions waived (including the requirements of this sentence) except by a writing signed by the party against whom enforcement is sought.

14. **Further Assurances.** Each of the parties agrees to take such action and execute and deliver such documents as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

15. **Headings.** The paragraph headings of this Agreement are for convenience of reference only and do not form a part of the terms, conditions, or covenants of this Agreement or give full notice thereof.

16. **Notices.** All notices required or permitted by this Agreement shall be in writing.

17. **Benefit.** This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

18. **Dispute Resolution.**

(a) In the event of a disagreement between or among the parties regarding the interpretation, application, or enforcement of any provision of this Agreement, as well as claims of any kind by and among the parties shall submit the dispute first to mediation as provided in Section 17(b) below and, if not resolved through mediation, to arbitration as provided in Section 17(c) below.

(b) **Mediation.** The parties agree first to try in good faith to settle any dispute by mediation administered by a JAMS mediator under its JAMS Mediation Rules then in effect before resorting to arbitration pursuant to Section 17(c). Mediation may be conducted by telephone or in person. Any in-person meetings shall be held in York, Pennsylvania unless otherwise agreed to by the parties. The costs and expenses of such mediation shall be divided equally between the parties to the dispute, and each party shall separately pay such party's own attorney's fees and expenses.

(c) **Arbitration.** In the event mediation fails, all disputes shall be settled by a JAMS arbitrator office unless otherwise agreed to by the parties, in accordance with the JAMS Comprehensive Arbitration Rules and Procedures then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may grant injunctions or other relief in such dispute or controversy. The costs and expenses of

such arbitration shall be allocated as determined by the arbitrator, and the arbitrator is authorized to award attorney fees to the prevailing party.

(d) Appeal of Arbitration Determination. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the Effective Date) with respect to any final award in an arbitration arising out of or related to this Agreement.

(e) Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

19. **Waiver of Conflict of Interest.** Purchaser and Seller hereby acknowledge that Obermayer Rebmann Maxwell & Hippel LLP is counsel to the Company and has acted as joint legal counsel to the Company, Purchaser, and Seller in connection with the preparation of this Agreement, and the other documents executed and delivered in connection with this Agreement. IN EXECUTING THIS AGREEMENT, EACH OF THE SELLER, COMPANY, AND THE PURCHASER WAIVES ANY CONFLICT OF INTEREST THAT MAY ARISE BY VIRTUE OF SUCH REPRESENTATION AND CERTIFIES AND ACKNOWLEDGES THAT (A) HE OR SHE HAS BEEN GIVEN AN OPPORTUNITY TO REFER THIS AGREEMENT TO HIS OR HIS OWN INDEPENDENT LEGAL COUNSEL; AND (B) PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT, HE OR SHE HAS OBTAINED SUCH COUNSEL OR DECLINED TO DO SO.

*[Signature page follows]*

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

**KINETIC MOVERS LLC**  
a Pennsylvania limited liability company

By:   
Name: Karsten DeSario  
Title: Member

**KARSTEN DESARIO, Purchaser**

  
By: Karsten DeSario

**ALEXANDRIA SMITH, Seller**

  
By: Alexandria Smith

**Exhibit A**

**ASSIGNMENT OF MEMBERSHIP INTEREST**

FOR VALUE RECEIVED, **ALEXANDRIA SMITH** ("Assignor") hereby sells, assigns, and transfers to **KARSTEN DESARIO** ("Assignee") all of Assignor's right, title, and interest in and to the 50% membership interest in **KINETIC MOVERS LLC**, a Pennsylvania limited liability company (the "Company").

Assignor hereby warrants that the membership interest is free and clear of all liens, encumbrances, and restrictions.

**ALEXANDRIA SMITH**

\_\_\_\_\_  
By: Alexandria Smith

**Exhibit B**

**PROMISSORY NOTE**

Karsten DeSario  
(Hereinafter collectively referred to as “Maker”)

Alexandria Smith  
(Hereinafter referred to as “Payee”)

Maker promises to pay to the order of Payee, in lawful money of the United States of America, the sum of Ninety Thousand and 00/100 Dollars (\$90,000.00) on the terms provided herein (including all renewals, extensions or modifications hereof, this “Note”).

**REPAYMENT TERMS.** From the date of this Note until, the principal must be paid in the following manner:

The entire amount of the unpaid principal and that remains unpaid must be paid in monthly installments on the seventh day of each month starting on April 7, 2025, of at least thirty-five percent (35%) of the net profits of Kinetic Movers LLC for the preceding month.

If the date of any payment required by this Note be Saturday, Sunday or a bank holiday, such payment will be payable on the first business day following such date.

**“TIMELY PAYMENT” DEFINED.** Payment is timely made if the payment is received by Payee or its legal representatives on or before the date on which the payment is due.

**ACCELERATION UPON SALE.** In the event that Maker sells all or substantially all of the assets of Kinetic Movers, LLC, the entire unpaid balance due under this Note shall be due and payable upon closing of such sale.

**FORGIVENESS UPON CLOSURE OF BUSINESS.** In the event that Kinetic Movers LLC permanently ceases operation, all amounts not already due and payable under the above Repayment Terms shall be forgiven. Kinetic Movers LLC shall be deemed to have permanently ceased operation if one of the following occur: 1) Kinetic Movers LLC loses its authority to operate as a motor carrier of household goods in-use from the PA PUC and does not petition for reinstatement of the same within three months; 2) Kinetic Movers LLC voluntarily discontinues its authority to operate as a motor carrier of household goods in-use from the PA PUC; or Kinetic Movers LLC entirely stops accepting household goods moving jobs.

**EVENT OF DEFAULT.** If any of the following occurs, an event of default (“Event of Default”) under this Note will exist:

The failure of Maker to make a required payment under this Note, and such failure continues uncured fifteen (15) days.

**REMEDIES UPON DEFAULT.** If an Event of Default occurs under this Note or the Deed of Trust, Payee may at any time thereafter, take the following actions:

**Generally.** Payee, without notice, may exercise all of its rights and remedies as a result thereof, including without limitation with respect to the security or guarantees provided herein.

**Acceleration Upon Default.** Accelerate the maturity of this Note; whereupon this Note will be immediately due and payable; provided, however, if the Event of Default is based upon a bankruptcy or insolvency proceeding commenced by or against Maker, this Note will automatically and immediately be due and payable.

**Cumulative.** Exercise any rights and remedies as provided under this Note, or as provided by law or equity.

Any action or failure to act by Payee will in no manner waive or release any of its respective rights or remedies. Payee has no duty to act hereunder, and Maker will in no manner hinder Payee's actions hereunder. None of the rights, privileges or powers provided hereunder are exclusive, but each of them is cumulative with and in addition to every other right, remedy, privilege, and power now or hereafter existing in the respective favor of Payee. Maker hereby waives any right he may have of redemption or to require a marshalling of assets.

**WAIVERS AND AMENDMENTS.** No waivers, amendments or modifications of this Note will be valid unless in writing and signed by Payee and Maker. No waiver by Payee of any Event of Default will operate as a waiver of any other Event of Default or the same Event of Default on a future occasion. Neither the failure nor any delay on the part of Payee in exercising any right, power, or remedy under this Note will operate as a waiver thereof, nor will a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies provide to Payee in this Note are cumulative and not exclusive of any rights or remedies provided by law.

Maker waives presentment, protest, notice of dishonor, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale and all other notices of any kind.

**MISCELLANEOUS PROVISIONS. Assignment.** This Note inures to the benefit of and be binding upon the parties and their respective heirs, legal representatives, and successors. Payee's interests in and rights under this Note are not assignable, in whole or in part, by Payee. Maker may not assign its rights and interest hereunder without the prior written consent of Payee, and any attempt by Maker to assign without Payee's prior written consent is null and void. Any assignment will not release Maker from liability for this Note. **Severability.** If any provision of this Note is or becomes prohibited or invalid under applicable law, such provision will be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or other such document.

**Notices.** All notices, demands and other communications which are required or may be given under this Agreement must be in writing and sent to the parties at their respective addresses set forth herein. **Plural; Captions.** All references to Maker, guarantor, person, document or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" means any individual, person or entity. The captions are inserted for convenience only and will not affect the meaning or interpretation of this Note. **Copies of Note.** A facsimile copy of photocopy of this Note will be enforceable as an original.

**IN WITNESS WHEREOF**, Maker, on the day and year first above written, has caused this Note to be executed under seal.

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KARSTEN DESARIO