

RCVD PUC SEC BUR  
OCT 1 2025 AM 10:42

RCVD PUC SEC BUR  
OCT 1 2025 AM 8:32

To whom it may concern;

Champagne Limousine Service, LLC seeks to transfer the PUC license from Champagne Limousine Service, Inc. as part of the purchase of the business. Attached are the stated documents. We hope the documents supplied and our experience would satisfy the needs and any concerns of our ability to continue to provide the quality service of Champagne Limousine Service. We have the support of the seller and her commitment to be an ongoing resource for us, as well as serve as a part time dispatcher.

Included are the following:

- Sales Agreement
- List of equipment – are the vehicles listed in the Sales Agreement and also the vehicles listed in the application for PUC transfer.
- Operating to be transferred listed in this application
- Statement of Financial Position is completed in the application.
- There are no unpaid business debts.
- Statement of Safety Program – Currently do not have one but one is being developed.
- Statement of transferee's experience is stated in the application.
- Partnership Agreement between Mad Dog Global and John Jaendl.
- PA registration of Champagne Limousine Service, LLC.

Thank you in advance for your time. Please reach out with any questions or other needed information.

Matthew Dietz

Champagne Limousine Service, LLC

610-509-6062 cell

[Matthew.Dietz@maddogglobal.com](mailto:Matthew.Dietz@maddogglobal.com)

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

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of CHAMPAGNE LIMOUSINE SERVICE LLC  
(Applicant/Transferee-Buyer)

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

No. A-00108639, Folder No. \_\_\_\_\_, issued to

CHAMPAGNE LIMOUSINE SERVICE INC  
(Transferor – Seller)

for transportation of persons  
(persons – household goods)

**SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION**

1. MATTHEW DIETZ - Champagne Limousine Service LLC  
(Full and Correct Name of Applicant/Transferee)

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

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

on 8/4/2025 (attach copy of stamped registration form.)  
(Date)

3. 1100 Pleasant Dr. \_\_\_\_\_  
(Business Street Address) (P. O. Box, If Any)

Pen Argyl Northampton PA 18072  
(City) (County) (State) (Zip)

610-509-6062 matthew.dietz@maddogglobal.com  
(Telephone) (E-mail Address)

4. Applicant's attorney (for this application) is:

N/A

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Telephone) (E-mail Address)

5. Any documents should be mailed to:

Transferee: Matthew Dietz 1100 Pleasant Dr. Pen Argyl Pa 18072  
(Name) (Address)

matthew.dietz@maddogglobal.com  
(E-mail Address)

Transferor: Mandy Cicero 101 West Plainfield Ave. Pen Argyl PA 18072  
(Name) (Address)

champagnelimo@rcn.com  
(E-mail 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  
(does or does not)

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



12.

a. The following must be attached:

- Sales Agreement
- List of equipment to be used to render service. (Summarized by type)
- Operating authority to be transferred/retained.
- Statement of Financial Position
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of Safety Program.
- Statement of transferee's experience.

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

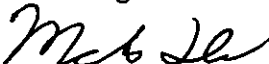
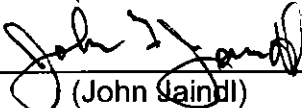
- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- Statement of Corporate charter purpose. (Corporations only)
- List of Corporate officers and stockholders. (Corporations only)
- 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:

	9/30/25
(Matthew Dietz / Mad Dog Global)	(Date)
	9/30/25
(John Saindl)	(Date)

Transferor sign here:


	9/30/2025
(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 o Authorities.

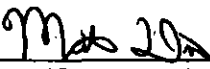
**TRANSFEROR (SELLER)**

Mandy Cicero:  9/30/2005  
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

**TRANSFeree (BUYER)**

Matthew Dietz  9/30/25  
(Print Name) (Signature) (Date)

John Jandl  9/30/25  
(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.

**Champagne Limousine Service, LLC**

Legal Name of Applicant

Trade Name, if any

**1100 Pleasant Dr**

**Pen Argyl**

**PA 18072**

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.

***Matthew Dietz is the Manager (owner) for Champagne Limousine Service, LLC.***

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

***John Jajndl 50%, partner in Champagne Limousine also owns Platinum Transportation in Hawaii since 2010.***  
***<https://platinumtransportationhi.com/>***

3. Describe the applicant's business experience, particularly any experience relating to the operation of a transportation service. If practical experience is lacking, please provide an explanation and description of any education or training that you believe may be relevant.

***Our ownership group brings a strong combination of direct limousine experience and complementary transportation industry expertise that uniquely positions Champagne Limousine Service for success.***

***One partner has over 15 years of hands-on experience in the limousine industry, managing daily operations, customer service, and vehicle scheduling. This background provides a proven foundation in the specific requirements of operating a passenger transportation service.***

***In addition, I, Matthew Dietz, have over 30 years of professional experience in the aviation transportation industry, with a focus on aircraft charter operations. This role required constant coordination of complex logistics, including passenger scheduling, compliance oversight, and client service—skills directly transferable to the limousine industry. Charter sales and dispatching in particular demand precise scheduling, resource management, and a commitment to safety and service that align with the operational standards of a successful limousine company. Ground transportation was also a frequent element of charter services, further reinforcing my familiarity with the requirements of managing passenger transportation.***

***To ensure a smooth transition, the seller has agreed to allow both myself and our lead scheduler to shadow operations during the transfer process. Additionally, the seller will remain onboard part-time for up to a year to provide mentorship and support.***

***Taken together, the combination of established limousine business expertise, extensive aviation charter and dispatch experience, and structured mentorship during the transition provides a strong and well-prepared foundation to successfully operate Champagne Limousine.***

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.

***Champagne Limousine Service, LLC will conduct operations from two primary locations. The business office is located at 1100 Pleasant Drive, Pen Argyl, PA 18072, which will serve as the administrative headquarters for day-to-day operations, recordkeeping, and customer service management. Vehicle storage and maintenance will be based at the leased garage facility located at 8 E. Webster Street, Roseto, PA 18013. This secured garage provides adequate space to house the fleet and includes designated areas for cleaning and stocking vehicles, as well as locked metal cabinets for vehicle-related supplies and detailing materials. The garage is also equipped with a computer and printer for on-site dispatch or recordkeeping functions, and a freezer and refrigerator are maintained for storing ice, water, and soft drinks used to provision vehicles for client services.***

**Office and Recordkeeping**

***The office will be equipped with standard business machines, including computers, printers, and internet access, to support administrative operations. All business and transportation records required by the Pennsylvania Public Utility Commission (PUC), as well as standard business records, will be maintained through the Limo Anywhere software platform. This software provides secure digital storage for trip records, billing, driver schedules, and customer correspondence. Records will be backed up electronically and retained in accordance with PUC regulatory requirements to ensure availability for audits and compliance reviews.***

### **Communication and Dispatch Procedures**

**Customer requests for service will primarily be received through telephone, email, and the company website. During normal business hours (8:00 a.m. – 5:00 p.m., daily), all calls and emails will be answered directly by office or dispatch staff. Outside of normal hours, calls will be automatically forwarded to an on-duty dispatcher to ensure 24/7 customer availability.**

**When a transportation request is received, the dispatcher will prepare a quote, verify vehicle and driver availability, and enter the trip into Limo Anywhere. Driver availability will be updated on a weekly basis, and once a trip assignment is made, the system will generate a notification to the driver via the Limo Anywhere app and email. If a driver does not acknowledge the trip electronically within the designated timeframe, the dispatcher will follow up by phone to confirm assignment. A trip is only considered covered once driver confirmation has been received. This process ensures accountability and reliability for all scheduled services.**

### **Continuous Communication with Drivers**

**Drivers will remain in continuous communication with dispatch via cell phone and the Limo Anywhere platform. This allows real-time updates for schedule changes, traffic delays, or emergencies. Dispatch will maintain oversight throughout each trip to ensure customer service standards are upheld and that backup support is available when needed.**

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).

**Champagne Limousine Service, LLC will employ a total of three dispatch staff members to ensure reliable and efficient coverage for customer service and trip management.**

**Full-Time Dispatcher – One full-time dispatcher will be on duty during normal business hours (8:00 a.m. – 5:00 p.m., daily). This individual will be responsible for answering customer inquiries, preparing quotes, entering reservations into the dispatch software (Limo Anywhere), assigning drivers, and monitoring trip progress. The full-time dispatcher will also oversee driver scheduling, maintain communication logs, and ensure compliance with company policies and PUC requirements.**

**Part-Time Dispatchers (2) – Two part-time dispatchers will provide coverage during evenings, weekends, and after-hours. Their duties mirror those of the full-time dispatcher, with primary responsibility for receiving customer requests, entering reservations, confirming driver assignments, and maintaining direct communication with drivers to ensure seamless operations outside of regular office hours.**

**This staffing level is appropriate for the geographical territory of Lehigh Valley doing trips in the area along with the New York and Philadelphia area. Having a dedicated full-time dispatcher during peak inquiry and booking times ensures that customers receive timely responses and that records are maintained accurately. The additional part-time coverage guarantees that customer requests are handled promptly at all hours, providing 24/7 availability to meet client needs and ensuring continuous operational oversight. This structure balances efficiency with cost-effectiveness, supporting reliable service while maintaining operational flexibility.**

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.

**Champagne Limousine Service, LLC intends to utilize a total of 11 drivers for its operations. This will include the nine current part-time contract drivers, plus the addition of two new part-time drivers one of which is an owner serving as an active driver. This staffing level is appropriate because it reflects the number of drivers that has successfully covered trips under the current operation. Furthermore, the removal of the stretch limousine from the fleet reduces the need for specialized scheduling, thereby ensuring that our existing and expanded driver pool is more than adequate to provide efficient coverage across the geographical territory we will be serving.**

**a. Hiring Standards for Drivers**

All drivers will be required to meet the following standards before being considered for service:

- Minimum age of 21 preferred at least 25 years old.
- Possession of a valid Pennsylvania driver's license with the appropriate class and endorsements for the assigned vehicle.
- A clean driving record with no major traffic violations, DUI convictions, or license suspensions in the past five years.
- Prior professional driving experience is preferred, particularly in passenger transportation.
- Strong emphasis on professionalism, customer service, and safety awareness.

**b. Criminal Background Checks**

All prospective drivers will be subject to a comprehensive criminal background check prior to being hired or contracted. Champagne Limousine Service will utilize a recognized third-party provider specializing in driver and transportation industry background screenings to ensure impartiality and compliance.

**c. Driver Training Program**

Prior to being assigned to trips, all drivers will participate in a structured orientation and training program, which includes:

- Review of company policies, customer service standards, and dress code.
- Familiarization with the fleet vehicles, including safety features and proper maintenance checks.
- Training in the use of dispatch and communication systems, including Limo Anywhere.
- Safety procedures, emergency response protocols, and passenger care.
- Ride-along training with an experienced driver or manager for quality assurance prior to independent assignment.

**d. Ensuring Proper Licensing**

The company will maintain an internal driver qualification file for each driver, including a copy of their current license. Licenses will be checked prior to hire and re-verified on a quarterly basis to ensure validity. Dispatch software will be programmed with automated reminders of upcoming expiration dates so that renewals are verified before the expiration occurs.

**e. Ongoing Criminal Background Checks**

In addition to the initial pre-employment screening, all drivers will be subject to a renewed criminal background check every two years. Records of these checks will be documented and maintained in each driver's qualification file for audit and compliance purposes.

**f. Alcohol and Drug Use Policy**

*Champagne Limousine Service maintains a zero-tolerance policy regarding alcohol and drug use by drivers. Drivers are strictly prohibited from consuming or being under the influence of alcohol, illegal drugs, or misused prescription medications while on duty or within eight hours prior to a scheduled trip. Any driver found in violation of this policy will be immediately removed from service. Random alcohol and drug testing may be conducted in accordance with company policy, and drivers involved in any accident or incident will be subject to mandatory post-incident testing.*

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>
2014	Dodge	Bus	10	3C6URVJ1EE22050
2016	Ford	Transit Van	13	1FBAX2CMXGKB08395

8. Describe your vehicle safety program. Please include the following in your explanation:
- Your periodic vehicle maintenance plan;
  - 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;
  - 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);
  - 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);
  - Your system for ensuring the filing of an annual vehicle list (taxicabs and limousines);
  - 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).

**Champagne Limousine Service, LLC maintains a proactive and structured vehicle safety program designed to ensure that all fleet vehicles operate safely, reliably, and in full compliance with Pennsylvania Public Utility Commission (PUC), Pennsylvania Department of Transportation (PennDOT), and federal safety requirements.**

**a. Periodic Vehicle Maintenance Plan**

**Each vehicle in the fleet is maintained under a preventive maintenance program that includes:**

- Daily driver pre-trip and post-trip inspections documenting tire condition, lights, brakes, fluid levels, and safety equipment.**
- Routine oil changes, filter replacements, and tire rotations performed on a mileage and/or time basis.**
- Comprehensive safety inspections by certified mechanics at least every 10,000 miles or 90 days, whichever comes first.**
- Immediate corrective action for any reported deficiencies to ensure vehicles remain in safe operating condition before being returned to service.**

**b. Compliance with Pennsylvania Equipment Standards (67 Pa. Code, Chapter 175)**

**All vehicles undergo annual Pennsylvania state safety inspections and any additional required emissions inspections. Vehicles will not be placed into service unless they meet or exceed these standards. Maintenance personnel and dispatchers are responsible for tracking inspection due dates to ensure continuous compliance.**

**c. Compliance with PUC Passenger Service Requirements (52 Pa. Code, Section 29.403)**

**Champagne Limousine Service ensures each vehicle used for passenger service meets the following requirements:**

- Vehicles are clean, both inside and outside, before each trip.**
- Heating and air-conditioning systems are in working order.**
- All safety equipment (seat belts, fire extinguishers, first-aid kits, reflective triangles) is present and serviceable.**
- Vehicles are smoke-free and stocked with basic passenger amenities such as water.**
- Dispatchers and drivers complete checklists before trips to confirm compliance.**

**d. Vehicle Replacement Plan (52 Pa. Code, Section 29.333(e))**

***In compliance with PUC regulations, vehicles will be retired from limousine service once they reach 250,000 miles. Champagne Limousine Service has implemented a replacement plan of acquiring one newer vehicle per year, ensuring that the fleet remains modern, reliable, and compliant with Section 29.333(e).***

**e. Annual Vehicle List Filing**

***Champagne Limousine Service will prepare and file with the PUC an annual vehicle list identifying each vehicle in the fleet, including make, model, year, VIN, license plate, and seating capacity. This will be maintained by a General Manager and updated promptly if vehicles are added or retired mid-year.***

**f. Compliance with Federal Vehicle Safety Standards (49 CFR Parts 393 and 396; 52 Pa. Code, Chapter 37)**

***While primarily applicable to household goods carriers, Champagne Limousine Service recognizes the importance of adhering to federal safety standards. To that end:***

- Vehicles will undergo regular inspections and documentation of repair/maintenance activities in compliance with 49 CFR Part 396.***
- All essential safety components, including lighting, brakes, tires, and emergency equipment, will be maintained in accordance with 49 CFR Part 393.***
- Maintenance logs will be retained as part of each vehicle's file and available for inspection by the PUC.***

**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.**

***Champagne Limousine Service, LLC has taken proactive steps to ensure that adequate insurance coverage can be obtained and maintained for the proposed fleet. We have engaged our current insurance broker as well as an additional independent broker to request premium quotes for the vehicles that will comprise our fleet. Both brokers specialize in commercial passenger transportation coverage and have confirmed that appropriate policies are available for our operation.***

***Final policy binding and enactment cannot occur until the Pennsylvania Public Utility Commission (PUC) approves the transfer of authority. Until such approval is granted, the seller will continue operations under their existing insurance coverage. Immediately upon PUC approval, Champagne Limousine Service will finalize and place into effect the necessary policies to ensure seamless coverage without any lapse in protection.***

***Champagne Limousine Service acknowledges and will fully comply with the PUC's minimum insurance requirements as outlined in 52 Pa. Code §32.11, which include:***

- \$1,500,000 liability coverage for vehicles with a seating capacity of 15 passengers or fewer (including the driver)/***

***The company has reviewed projected premium costs in relation to its operating budget and is confident in its financial ability to maintain these insurance levels for all vehicles in service. These steps demonstrate both financial responsibility and readiness to comply with all PUC insurance requirements.***

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

**Champagne Limousine Service, LLC is committed to providing safe, reliable, and professional transportation services while ensuring that every customer interaction meets the highest standards of courtesy and efficiency. Our customer service program is designed to foster clear communication, timely problem resolution, and compliance with all Pennsylvania Public Utility Commission (PUC) requirements.**

**a. Informing Customers of Complaint Procedures with the PUC**

**Customers will be informed of their right to file complaints with the PUC through multiple channels:**

- A notice on the company website outlining customer rights and providing the PUC's complaint contact information.**
- Information included in email confirmations and invoices sent to customers.**
- A written copy of the complaint procedure available upon request from the office.**

**This ensures that customers are aware that, in addition to contacting Champagne Limousine Service directly, they may file complaints with the PUC if they wish to do so.**

**b. Customer Complaint Resolution Procedure**

**Champagne Limousine Service has established the following procedure to address and resolve complaints promptly:**

- Initial Receipt – Complaints may be submitted by phone, email, or in writing. All complaints will be documented in the company's dispatch and recordkeeping software (Limo Anywhere).**
- Acknowledgment – Customers will receive confirmation of receipt within 24 hours of submitting a complaint.**
- Internal Review – The dispatcher or customer service manager will investigate the issue by reviewing trip records, contacting the assigned driver (if applicable), and gathering all relevant details.**
- Resolution – A response will be provided to the customer within 5 business days, outlining the findings and corrective actions, if required. Corrective actions may include refunds, driver retraining, or operational adjustments.**
- Follow-Up – If the customer is not satisfied with the resolution, management will conduct a secondary review. At this point, the customer will again be reminded of their right to pursue the matter directly with the PUC.**

**This process ensures that customer concerns are handled quickly, professionally, and with transparency, while also ensuring compliance with PUC complaint procedures.**

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

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)

Matthew Dietz – Owner / General Manager

(Name and Title, printed or typed)

2/30/25

(Date)

**Statement of Financial Position (Balance Sheet)**  
**As of (date) \_\_\_\_\_**

ASSETS

Current Assets			
Cash	\$100,000.00		
Accounts Receivable	0		
Notes Receivable	0		
Other Current Assets (specify)	0		
Total Current Assets			<u>\$100,000.00</u>
Tangible Assets			
Motor Vehicle Equipment	\$92,000.00		
Less: Accumulated Depreciation			
		=	\$92,000.00
Building and Structures	0		
Less: Accumulated Depreciation			
		=	0
Office Equipment	\$2,000.00		
Less: Accumulated Depreciation			
	0	=	\$2,000.00
Land			
Investments and Funds (specify)			
Intangible Assets			
Other Assets (advances and idle equipment – specify)			
TOTAL ASSETS			<u>\$194,000.00</u>

LIABILITIES

Current Liabilities (Due within one year of date)			
Accounts Payable	0		
Notes Payable	\$45,000.00		
Equipment Obligations	0		
Other Liabilities (Attach schedule)	0		
Total Current Liabilities			<u>\$45,000.00</u>
Long Term Liabilities (Due after one year of date)			
Accounts Payable	0		
Notes Payable	\$100,000.00		
Equipment Obligations			
Other Liabilities (Attach Schedule)			
Total Long-Term Liabilities			
TOTAL LIABILITIES			<u>\$145,000.00</u>

NET WORTH (Partnerships and individuals, only)

OWNER'S EQUITY (Corporations only)

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

**TOTAL LIABILITIES & OWNER'S EQUITY** \$49,000.00

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

REVENUE and GAINS

Operating Revenue	\$525,000.00
Net Revenue from non-carrier operations	0
Dividend and interest revenues	0
Other non-operating revenue	0
Gains	
Total Revenue and Gains	<b>\$525,000.00</b>

EXPENSES

Equipment Maintenance and Garage Expense	\$8,000.00
Insurance Expense	\$37,000.00
Employee Salaries	\$155,000.00
Supervisory Salaries	\$45,000.00
Officer Salaries	0
Fuel Expense	\$40,000.00
Purchased Transportation (Lease Expense)	0
Materials and Supplies Expense	\$4,000.00
General Office Expense	\$4,000.00
Advertising Expense	\$4,000.00
Telephone Expense	\$3,000.00
Accounting Expense	\$8,000.00
Legal Expense	\$4,000.00
Uncollectible Revenue	\$2,000.00
Depreciation Expense	\$20,000.00
Amortization (Seller Note)	\$45,000.00
Operating Taxes and Licenses	\$4,000.00
Rent Expense	\$12,000.00
Loss	0
Total Operating Expenses and Losses	<b>\$395,000.00</b>

Net Income Before Taxes

	<b>\$130,000.00</b>
Provision for Income Taxes	\$25,000.00
<u>Net Income (Loss)</u>	<b>\$105,000.00</b>

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") is entered into on September 15, 2025 ("Effective Date") among Champagne Limousine Service LLC, a Pennsylvania limited liability company ("Buyer"), Champagne Limousine Service, Inc., with principal offices located at 101 West Plainfield Avenue, Pen Argyl, PA 18072 ("Seller"), and Mandy Cicero as sole shareholder of Seller ("Stockholder").

### BACKGROUND

**WHEREAS**, Seller operates a passenger ground transportation business (the "Business") with offices located at 101 West Plainfield Avenue, Pen Argyl, PA 18072;

**WHEREAS**, Buyer desires to purchase certain of Seller's assets related to the Business, and Seller desires to sell those assets to Buyer, on the terms set forth herein; and

**WHEREAS**, the sale contemplated hereunder is a bona fide arm's length transaction between the Seller and Buyer, neither Seller nor Buyer are related entities and neither the Seller's affiliates nor the Buyer's affiliates are related to the other parties' affiliates in any manner whatsoever.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### ARTICLE I PURCHASE AND SALE

1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located, (other than the Excluded Assets) which relate to, or are used or held for use in connection with, the Business, including the following assets (together, the "Purchased Assets"):

(a) Seller's telephone, fax, email addresses, customer service, and other phone numbers used in the Business, including any such numbers owned or controlled by Seller.

(b) Seller's customer list, in electronic form to include full customer name, address, email addresses, telephone numbers, and primary points of contact for each customer, as well as all electronic information relating to customer and company profiles, and other data and information that supports the delivery of service to the customers (such as passenger preferences and other information) ("Customers") set forth on Schedule 1.01(b).

(c) all limousine and transportation related domain names currently owned by the Seller including champagne-limo.com and any other transportation related domain names owned or controlled by Seller, and all content at such domains;

(d) all of Seller's rights, title to and interest in, and all obligations under all of Seller's currently existing reservations known as work in process to the extent arising on or after the Closing Date (the "Work in Process");

(e) all Material Contracts. The term "Material Contracts" means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements, whether written or oral;

(f) originals or, where not available, copies, of all books and records, including books of account, ledgers, and general, financial, and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records, and data (including all correspondence with any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction (collectively, "Governmental Authority")), sales material and records, strategic plans and marketing, and promotional surveys, material, and research ("Books and Records");

(g) a list of specific fleet vehicles used to operate the business, several to be purchased by the Buyer for an agreed upon price per vehicle between the Buyer and Seller. Schedule 1.01(g) ("Vehicles");

(h) all furniture, fixtures, equipment, machinery, tools, office equipment, supplies, computers, telephones, and other tangible personal property (together with Vehicles, "Tangible Personal Property"); and

(i) all goodwill and the going concern value of the Assets and the Business.

1.02 Excluded Assets. Notwithstanding the foregoing, and for the avoidance of doubt, the Purchased Assets do not include Seller's corporate entity or any related filings or obligations. The Purchased Assets do not include the following assets: Seller's cash, securities, accounts receivable, the land and structures comprising the Seller's secondary office and vehicle garage listed on Schedule 1.02 and all proceeds thereof (together, the "Excluded Assets"). Additionally, Buyer is not entitled to any governmental subsidy due to Seller in accordance with applicable law to which Seller was entitled to prior to the Closing Date hereunder. For the avoidance of doubt, any funds due Seller as the result of, but not limited to, the CERTS Act, CARES Act, or the like, shall be received by Seller and Seller shall have no obligation to pay or share such proceeds with Buyer. The Excluded Assets are not being acquired by Buyer and shall remain the property of the Seller.

1.03 Assumption of Liabilities and Obligations. Notwithstanding any other provision in this Agreement, Buyer is not assuming and will not pay any of Seller's liabilities or obligations except for the obligations relating to the Work in Process performed on or after the Closing Date, and then only to the extent such liabilities or obligations arise on or after the Closing Date ("Assumed Liabilities"). For the avoidance of doubt, Stockholder and Seller acknowledge and

agree that Buyer shall not assume and shall not be responsible for any accounts payable, loans (including any EIDL loan or any Paycheck Protection Program loan) or any other liabilities of Stockholder or Seller. Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform, or discharge any liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities ("Excluded Liabilities"). For purposes of this Agreement: (i) "Affiliate" of a any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity ("Person") means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; and (ii) the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

1.04 Purchase Price of Purchased Assets. Buyer shall pay for all intangible assets and all non-fleet tangible assets necessary to operate the business herein and on attached schedules. Vehicle assets being purchased will be purchased at closing for an amount above and beyond the amount above with a separate Bill of Sale document per vehicle in a form necessary for the sale of motor vehicles recognized by the Commonwealth of Pennsylvania. The aggregate purchase price for the Purchased Assets shall be Two Hundred and Ninety-Two Thousand and Three Hundred Dollars (\$292,300.00), payable as follows:

(a) Buyer paid a fully refundable deposit with the Seller's counsel, David J. Ceraul Law Offices ("Escrow Holder"), in an amount equal to Seventy Five Thousand Dollars (\$75,00.00) (the "Deposit"), to be held in its client-trust account and applied towards the Purchase Price at Closing (the parties to entered into that certain Escrow Agreement dated July \_\_, 2025, as provided in Exhibit A attached hereto) (the "Escrow Agreement"). If Buyer is not willing and/or able to consummate the transaction contemplated herein, for any reason or no reason, then Buyer may terminate the Escrow Agreement by delivering written notice thereof to Seller and Buyer shall be entitled to an immediate return of the Deposit. If Seller is not willing and/or able to consummate the transaction contemplated herein, then the Escrow Agreement shall automatically terminate, and Buyer shall be entitled to an immediate return of the Deposit.

(b) On the Closing Date, Buyers shall pay One Hundred and Fifty Thousand and Eight Hundred Dollars 00/100 (\$150,800.00), in cash by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth on Schedule 1.04(b) attached hereto or by certified check; and

(c) The remaining amount of the Purchase Price shall be paid by Buyer through a loan by Seller in the amount of One Hundred and Forty-One Thousand and Five Hundred (\$141,500.00) to be paid over three (3) years with equal monthly payments of \$4239.34 which includes interest of 5 % APR on the balance (the "Loan"). As evidence for the Loan, Buyer agrees to execute a Promissory Note for the \$141,500.00 at Closing in favor of Seller in the form attached hereto as Exhibit B (the "Promissory Note"). The Promissory Note will allow the Seller to file a UCC-1 allowing the Seller to place a lien on all assets of Buyer as allowed by law. Subject to any applicable cure period in the Promissory Note, monthly payments shall be paid by Buyer to Seller

no later the tenth of each month. All payments due to Seller from Buyer shall be paid directly to Seller by check, wire transfer or ACH, in Buyer's discretion, in accordance with contact information, ACH and wire transfer information provided by Seller at or before Closing.

## ARTICLE II CLOSING

2.01 Closing. The transactions contemplated by this Agreement including all Purchased Assets and specific vehicles contemplated by this Agreement will be consummated ("Closing") by exchange of the requisite documents duly executed where required, on a mutually agreed upon date after the conditions set forth in Article V have been satisfied or waived, which the parties expect will be not later than twelve (12) weeks from the Effective Date (the date on which Closing occurs, the "Closing Date"). The Closing will be deemed to be effective for all legal, tax, accounting, financial, business and other purposes as of 12:01 a.m., Eastern Time, on the Closing Date. Seller's title to the Purchased Assets will transfer to Buyer on the Closing Date (the "Title Transfer Date"). Closing will be held upon confirmation by each party that all of the conditions to Closing have been satisfied or waived, or on such other date as may be agreed to by the parties. Closing shall occur no more than ten (10) days following receipt of the approval for Transfer Request of the PUC Permit. Closing of the transactions contemplated by this Agreement will be effective at 12:01 a.m. on the Closing Date.

2.02 Closing Deliveries by Seller and Stockholder. Seller and Stockholder will deliver to Buyer:

(a) a bill of sale for the Purchased Assets ("Bill of Sale") duly executed by Seller and such other documents as may be necessary to transfer to Buyer the Assets, free and clear of all Liens, except as set forth in Article III;

(b) an assignment and assumption agreement (the "Assignment and Assumption Agreement") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets;

(c) the Lease, duly executed by Seller;

(d) Receipt by Buyer of all payments and deposits received by Seller before Closing for Work In Process or for services to be rendered following the Closing Date;

(e) Proof of receipt of the approval of the Transfer Request from Seller to Buyer of the Pennsylvania Public Utility Commission for Common Carrier Docket No. A-2017-2599075 for the Vehicles ("PUC Permit"); and

(f) a certificate, duly executed by the secretary or another officer of Seller and dated as of the Closing Date, certifying (i) that the governing body of Seller adopted the resolutions attached to such certificate to authorize the transactions contemplated by this Agreement and the other Transaction Documents and Seller's performance of its obligations hereunder and thereunder, (ii) the representations and warranties of Seller contained in this Agreement and the

other Transaction Documents are true and correct in all respects as of the Closing, and (iii) Buyer has performed and complied in all respects with all covenants and agreements required by this Agreement and the other Transaction Documents to be performed or complied with by Buyer on or before the Closing.

2.03 Closing Deliveries by Buyer. Buyer will deliver to Seller:

(a) One Hundred and Fifty Thousand and Eight Hundred Dollars 00/100 (\$150,800.00) less the Deposit pursuant to Section 1.04(a);

(c) the Promissory Note duly executed by Buyer;

(d) the Bill of Sale duly executed by Buyer;

(e) the Assignment and Assumption Agreement duly executed by Buyer;

(f) the Lease, duly executed by Buyer; and

(g) a certificate, duly executed by the secretary or another officer of Buyer and dated as of the Closing Date, certifying (i) that the governing body of Buyer adopted the resolutions attached to such certificate to authorize the transactions contemplated by this Agreement and the other Transaction Documents and Buyer's performance of its obligations hereunder and thereunder, (ii) the representations and warranties of Buyer contained in this Agreement and the other Transaction Documents are true and correct in all respects as of the Closing, and (iii) Seller has performed and complied in all respects with all covenants and agreements required by this Agreement and the other Transaction Documents to be performed or complied with by Seller on or before the Closing.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER AND STOCKHOLDER**

Seller and Stockholder, jointly and severally, hereby represent and warrant to Buyer that the statements contained in this Article III, each of which is true and correct on the Effective Date and will remain true and correct through the Closing Date and through the Title Transfer Date, and will survive Closing.

3.01 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has sufficient power and authority to own and operate its assets and the Business. Seller is duly qualified and in good standing as a legal entity, and authorized to do business, in the jurisdictions and airports specified, and such jurisdictions are the only jurisdictions in which such qualification or authorization is required, except where the failure to be so qualified will not have a material adverse effect on the Business. To Seller's Knowledge (as defined herein), no claim has been made by any other jurisdiction to the effect that Seller is required to qualify or otherwise be authorized to do business as a foreign entity therein. As used in this Agreement, "Seller's Knowledge" means the knowledge of any of Seller, Stockholder or Affiliates, and such knowledge that would reasonably be expected

to be known by such persons in the ordinary and usual course of the performance of his or her professional responsibility, in each case after due inquiry.

3.02 Organizational Documents. A complete and correct copy of Seller's Certificate of Incorporation and Bylaws (together, the "Charter Documents"), as in effect on the Closing Date, have been provided to Buyer. Seller is not (nor has it in the past been) in breach of the Charter Documents.

3.03 Enforceable Agreement. The execution, delivery and performance of this Agreement and each other document entered into in connection with the transactions contemplated herein (together, "Transaction Documents") by Seller and Stockholder have been duly authorized by all necessary actions and proceedings, including the approval of Stockholder, and Seller and Stockholder have full power and authority to execute and deliver this Agreement and the other Transaction Documents to which Seller and/or Stockholder, as the case may be, is a party and to consummate the transactions contemplated hereby and thereby. This Agreement and the other Transaction Documents constitute the valid and binding obligation of Seller and Stockholder and are enforceable against Seller and Stockholder in accordance with their terms.

3.04 No Violation. Neither the execution and delivery of this Agreement nor the other Transaction Documents nor the consummation of the transactions contemplated herein will (i) violate any provision of the Charter Documents; (ii) violate, conflict with, or result in a breach or default under or termination or acceleration of (or otherwise give any other contracting party the right to terminate or accelerate) any written or oral agreement, contract, lease, license, instrument, deed, power of attorney, purchase order, release, or other legally binding promise or undertaking of any nature to which Seller or the Stockholder is a party or by which its properties or assets may be legally bound, in each case, together with all amendments, extensions, renewals, modifications, alterations, guaranties and other changes thereto (together, "Contract") that is material to the Business, or Permit (as defined below) of Seller or Stockholder, or related to the Business or assets of Seller.

3.05 Contracts. Each Material Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. Neither Seller nor, to Seller's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that would constitute an event of default under any Material Contract or result in a termination thereof. Complete and correct copies of each Material Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been made available to Buyer. There are no disputes pending or threatened under any Material Contract.

3.06 Tax Returns, Financial Statements; Performance of the Business. Copies of Seller's tax returns and internal financial statements in each of the years 2022, 2023 and 2024. (the "Financial Statements and Tax Returns") and will be delivered to Buyer 30 days prior to Closing. To the Sellers knowledge, the Tax Returns and Financial Statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis from period to period throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not

be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Financial Statements). The Financial Statements are based on Seller's books and records and accurately present the financial condition of Seller's business as of the respective dates they were prepared and the results of the operations of Seller's business for the periods indicated.

3.07 Ownership of Assets. Seller has good and marketable title to all of the Purchased Assets, free and clear of all Liens. No employee of Seller, and no independent contractor or consultant to Seller owns or asserts any ownership interest in (i) any business developed, maintained and/or serviced by such Person for or on behalf of, or otherwise within the scope of such Person's relationship with, Seller, or (ii) any commissions thereon.

3.08 Condition and Sufficiency of Assets. Each item of Tangible Personal Property is structurally sound, is in good operating condition and repair, and is adequate for the uses to which it is being put, and no item of Tangible Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Business as currently conducted. None of the Excluded Assets are material to the Business.

3.09 Customers. Schedule 1.01(b) sets forth with respect to the Business a sample of the Seller's Customer list. Seller has not received any notice, and has no reason to believe, that any of the Customers has ceased, or intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.

3.10 Litigation; Compliance with Laws. There are no (and have not in the past five years been any) claims, actions, litigations, arbitrations, mediations, hearings, proceedings or investigations, whether civil, criminal, judicial or investigative, formal or informal, public or private, commenced, brought, conducted or heard by or before any Governmental Authority, judicial authority or arbitral panel ("Legal Proceeding"), pending or threatened against or by Seller or Stockholder relating to or affecting the Business, the Purchased Assets, or the Assumed Liabilities or challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. Seller or Stockholder are not subject to any judgment or award, order, writ, injunction or decree of any Governmental Authority. To Seller's Knowledge, Seller has complied in all material respects with all applicable Laws relating to the operation of the Business. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Legal Proceeding.

3.11 Taxes. Seller has filed all tax returns which it is required by Law to file relating to all taxes. All such tax returns were and are complete and correct in all material respects, were prepared and filed in accordance with applicable Law, and Seller has timely paid all taxes whether or not shown on any tax return, together with any interest, penalties, assessments or deficiencies related thereto. None of the Purchased Assets are subject to any Liens relating to taxes other than taxes not yet due and payable. There are no tax deficiencies of any kind assessed against Seller or with respect to the Business or the Purchased Assets.

### 3.12 Employee Relations.

(a) Seller is not a party to, participant in, or bound by, any collective bargaining agreement, union contract or employment, bonus, deferred compensation, insurance, pension, profit sharing or similar personnel arrangement, or any employee termination or severance arrangement.

(b) No labor organization or union has been certified by the National Labor Relations Board or any other federal, state or local agency, or recognized by Seller, as a collective bargaining representative of any employees of Seller, and no collective bargaining relationship otherwise exists with any labor organization or union; no labor organization or union has, within the past 60 months, requested or demanded recognition as a collective bargaining representative of any employees of Seller or invoked the processes of the National Labor Relations Board or any other federal, state or local agency seeking to represent, for purposes of collective bargaining, any employees of Seller; and to Seller's Knowledge, no labor organization or union is in any way actively seeking to represent any employees of Seller for purposes of collective bargaining.

(c) There are no active, pending or to Sellers' Knowledge threatened Legal Proceedings relating to the employment of labor, compensation for employment, or termination of employment, by, on behalf of or otherwise related to employees of Seller.

(d) Schedule 3.12(d) contains a list of all persons who are independent contractors of the Business as of the date hereof, including any independent contractors who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) hire or retention date; (iv) current annual base compensation rate or contract fee; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. As of the date hereof, all compensation, including wages, commissions, bonuses, fees and other compensation, payable to all independent contractors or consultants of the Business for services performed on or prior to the date hereof have been paid in full and there are no outstanding agreements, understandings or commitments of Seller with respect to any compensation, commissions, bonuses or fees.

### 3.13 Real Property.

(a) Schedule 3.13(a) sets forth each parcel of Real Property owned by Seller and used in or necessary for the conduct of the Business as currently conducted (together with all buildings, fixtures, structures and improvements situated thereon and all easements, rights-of-way and other rights and privileges appurtenant thereto, collectively, the "Owned Real Property"), including with respect to each property, the address location and use. Seller has delivered to Buyer copies of the deeds and other instruments (as recorded) by which Seller acquired such parcel of Owned Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of Seller with respect to such parcel. With respect to each parcel of Real Property:

(i) Seller has good and marketable fee simple title, free and clear of any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership ("Encumbrances");

(ii) except for as it relates to the lease contemplated herein, Seller has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; and

(iii) there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein.

(b) Seller has not received any written notice of (i) material violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to materially and adversely affect the ability to operate the Real Property as currently operated. Neither the whole nor any material portion of any Real Property has been damaged or destroyed by fire or other casualty; and

(c) The Real Property is sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitutes all of the Real Property necessary to conduct the Business as currently conducted. Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

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

3.15 Full Disclosure. No representation or warranty by Seller or Stockholder in this Agreement and no statement contained in the Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.01 Existence; Authorization. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania. This Agreement has been duly authorized by all necessary company action of Buyer and constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms. None of the execution, delivery, performance or consummation of the transactions contemplated by this Agreement will conflict with or constitute a default under Buyer's charter documents, or any judgment, order or agreement to which Buyer is a party or by which Buyer is bound, nor will it result in the creation of any Lien upon the Assets; or constitute a violation by Buyer of any applicable Law. Buyer is not required to complete any filings with, notices to or authorizations by, any Person or any Governmental Authority, in connection with the execution of and consummation of the transactions contemplated by this Agreement or the other Transaction Documents.

4.02 Brokers. Buyer has not incurred any liability to any Person for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or the transactions contemplated herein and Buyer will indemnify Seller with respect to same.

## **ARTICLE V COVENANTS**

5.01 Conditions to Buyer's Obligation to Close. Buyer's obligation to close is subject to the satisfaction, as of the Closing, of all of the following conditions, any one or more of which may be waived in writing by Buyer in its sole discretion:

(a) The representations and warranties of Seller in this Agreement will be true and correct in all respects as of the date made and as of the Closing Date as if made on the Closing Date;

(b) Buyer will not be prohibited, by any order, ruling, consent, decree, judgment or injunction of any court, judicial authority or governmental authority from consummating the transactions contemplated by this Agreement;

(c) Seller and the Stockholder will have delivered (and to the extent required, executed) all of the items to be delivered pursuant to Section 2.02;

(d) Seller will have requested from the Pennsylvania Department of Revenue tax clearance letter confirming that no amounts must be withheld at Closing; and

(e) The execution of a new lease (the "Lease"), in a form reasonably acceptable to the parties hereto, by and between the Buyer and Seller for the Business property known as, 8 East Webster Street, Roseto, PA 18013 ("Real Property"), at a base rental rate at \$1000/month. Buyer is obligated to rent premises currently owned by Seller for 12 months at \$1000 per month payable on or before the first of each month following the date of closing;

5.02 Performance of Covenants. Seller and Stockholder will have performed and complied in all respects with all covenants and agreements required by this Agreement and the

other Transaction Documents to be performed or complied with by Seller or Stockholder at or before the Closing.

5.03 Satisfactory Due Diligence Review. Buyer will have conducted its due diligence review of the Business and the Assets and determined that the results of such review are satisfactory to it in its sole and absolute discretion.

5.04 No Material Adverse Change. A Material Adverse Change will not have occurred since the execution of this Agreement. As used in this Agreement, "Material Adverse Change" means any change, effect, condition, factor or circumstance that is, or is reasonably likely to be, materially adverse to the Business, results of operations, financial condition, facilities, assets or liabilities of Seller taken as a whole; provided, however, that, in no event will any of the following be taken into account in determining whether there has occurred (or whether there is reasonably likely to be) a "Material Adverse Change," but only to the extent not disproportionately impacting the Business or Seller: (a) any change or effect resulting from changes in general political, economic, financial, or capital market conditions in the United States; (b) any change or effect resulting from conditions generally affecting the industry in which Seller conducts the Business; (c) changes, after the Effective Date, in any Laws applicable to Seller; or (d) any outbreak of terrorist activities, hostilities, war, or matters related to the COVID-19 pandemic.

5.05 Agreement Relating to Purchased Assets. Buyer, Seller, and the Stockholder, shall have entered into an agreement pursuant to which: (i) Buyer shall have sole and exclusive control over the Assets following the Closing Date, (ii) title to the Assets transfer automatically on the Closing Date. (iii) Buyer shall grant Seller a security interest in the Assets through the end of the Payment Period; (iv) Seller will enforce their security interests in and to the Assets in accordance with Law, including but not limited to the Uniform Commercial Code (v) Buyer is expressly authorized to file, upon the final payments made on the enterprise and vehicles being purchased, a UCC-3 termination statement.

5.06 Conditions to Seller's and Stockholder's Obligations to Close. Seller's and Stockholder's obligation to close is subject to the satisfaction, as of the Closing, of all of the following conditions, any one or more of which may be waived in writing by Seller and Stockholder in their sole discretion:

(a) The representations and warranties of Buyer in this Agreement will be true and correct in all respects as of the date made and as of the Closing Date as if made on the Closing Date;

(b) Neither Seller nor Stockholder will be prohibited, by any order, ruling, consent, decree, judgment or injunction of any court, judicial authority or governmental authority from consummating the transactions contemplated by this Agreement; and

(c) Buyer will have performed and complied in all respects with all covenants and agreements required by this Agreement and the other Transaction Documents to be performed or complied with by Buyer at or before the Closing.

5.07 Operation Pending the Closing. Seller and Stockholder agree that, during the period commencing on the Effective Date and ending on the Closing Date, Seller and Stockholder, with respect to the Business, will not:

- (a) operate in a manner that is outside the ordinary course of business;
- (b) sell, transfer or otherwise dispose of any of its material assets, excluding any and all motor vehicles in Seller's fleet in Seller's sole discretion;
- (c) adversely change any relationship or otherwise fail to use reasonable efforts to maintain any relationship with any customer, employee, independent contractor, vendor, or supplier;
- (d) dispose of or acquire any capital stock, other equity ownership interest or any membership interest, partnership interest, joint venture interest or other equity interest in any Person; issue any securities; or engage in any merger, consolidation, recapitalization or other restructuring transaction;
- (e) enter into or amend any employment, labor, or collective bargaining agreement; or
- (f) take any action or fail to take any action which would cause any representation or warranty set forth in Article III to be untrue or incorrect in any respect.

5.08 Access to Information. From the Effective Date until the Closing, Seller will (i) afford Buyer and its representatives full and free access during normal business hours of 9am to 5pm EST, Monday through Friday, and on prior reasonable notice to and the right to inspect the properties, assets, premises, books and records, Material Contracts and other documents and data related to the Business; (ii) furnish Buyer and its representatives with such financial, operating and other data and information related to the Business as Buyer or any of its representatives may reasonably request; and (iii) instruct the representatives of Seller to cooperate with Buyer in its investigation of the Business.

5.09 Notice of Developments. Pending the Closing, each party will provide prompt written notice to the other parties upon becoming aware of any of the following: (i) the occurrence, or failure to occur, of any event that would be reasonably expected to cause any representation or warranty contained in this Agreement to be untrue or incorrect in any material respect, (ii) the failure of any party to comply in any material respect with or satisfy any covenant or agreement to be complied with by such Person hereunder, (iii) any written notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement, or (iv) any written notice or other written communication from any Governmental Authority in connection with the transactions contemplated by this Agreement. No such notification will affect the conditions to the obligations of Buyer or Seller hereunder. Buyer's receipt of information pursuant to this Section 5.09 will not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this agreement and will not be deemed to amend or supplement the Schedules.

5.10 Submissions to the Pennsylvania Public Utility Commission. Within thirty (30) days following the Effective Date, the Parties will file an application with Pennsylvania Public Utility Commission (“PUC”) to obtain the required consent and approval for the consummation of the Transaction (the “Transfer Request”). The Parties will cooperate or coordinate with each other in any communications with the Pennsylvania Public Utility Commission.

5.11 Confidentiality. From and after the Closing Date, Stockholder, Seller, and Buyer will treat all matters relating to the transactions contemplated by this Agreement in a confidential manner, and not use any information provided by either party for purposes of this Agreement for its own or a third party’s benefit and not communicate or disclose, orally or in writing, any such information to any Person, either directly or indirectly, under any circumstances without the prior written consent of the other party. Notwithstanding the foregoing, each party may communicate with its representatives and advisors, and such third parties as are necessary to complete the transactions contemplated by this Agreement.

5.12 Non-Competition and Non-Solicitation.

(a) During the Payment Period and for a period of two years beginning immediately upon expiration of the Payment Period (together, the “Restricted Period”), neither Seller or Mandy Cicero (the “Restricted Parties”), will, directly or indirectly, (i) engage in or assist others in engaging in the Business in the Commonwealth of Pennsylvania (the “Territory”); (ii) have a financial or other interest in any Person that engages directly or indirectly in the Business in the Territory in any capacity, including as an owner, employee, or consultant; or (iii) cause, induce or encourage any customer or supplier of the Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Business after the Closing), or any prospective customer or supplier of the Business, to terminate or modify any such actual or prospective relationship.

(b) During the Restricted Period, the Restricted Parties will not, directly or indirectly, hire, retain or solicit any Person who is offered employment by Buyer pursuant to this Agreement, or is or was employed or retained by Buyer during the Restricted Period, or encourage any such employee or independent contractor to leave such employment or independent contractor relationship with Buyer or hire or retain any such employee or independent contractor who has left such employment or independent contractor relationship.

(c) The Restricted Parties acknowledge that a breach or threatened breach of this Section 5.12 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agree that in the event of a breach or a threatened breach by any of the Restricted Parties of any such obligations, Buyer will, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(d) Seller and Stockholder acknowledge that the restrictions contained herein are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. If any covenant contained in this Section 5.12 is adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant will be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable law. The covenants contained herein and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written will not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction will not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

(e) Notwithstanding any other provision here, the representations and warranties set forth in this Agreement will survive Closing for a period of five years.

(f) Notwithstanding any other provision in this Agreement, the rights and remedies provided in this Section 5.12 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

5.13 Taxes. Seller will be responsible for paying sales taxes arising out of the sale of the Assets, to the extent any such taxes are owed. Seller and Stockholder will be responsible for all other taxes, including all taxes arising out of Seller's or Stockholder's income derived from the transactions contemplated herein, and Buyer shall be responsible for all taxes arising out of the use of the Assets by Buyer following Closing.

5.14 Real Property Right of First Offer.

(a) Right of First Offer. Seller or its Affiliates may not sell, convey, or otherwise transfer to any Person that is not an Affiliate of Seller the Real Property contained in the lease, without first giving Buyer a right of first refusal to purchase the Real Property ("Buyer's Right of First Offer").

(b) Notice of Proposed Sale. Seller shall deliver to Buyer a written notice (for purposes of this Section 5.14, the "Notice") stating: (i) Seller's bona fide intention to sell or otherwise transfer such Real Property; (ii) the Real Property to be transferred; (iv) the bona fide cash price or other consideration for which Seller proposes to transfer the Real Property (for purposes of this Section 5.14, the "Offered Price"); and (v) the material terms and conditions of the proposed transfer (for purposes of this Section 5.14, the "Offer Terms"); and offer the Real Property at the Offered Price and on the Offer Terms to Seller's owners.

(c) Exercise of Right of First Offer. At any time within sixty (60) days after receipt of the Notice, Buyer may, by giving written notice to Seller, elect to purchase all, but not less than all, of the Real Property proposed to be, at the purchase price and on the terms determined in accordance with subsection (d) below.

(d) Offer Purchase Price. The purchase price (for purposes of this Section 5.14, the "Offer Purchase Price") for the Real Property purchased by Buyer under this Section 5.14 shall be the Offered Price, or a Offer Purchase Price reasonably negotiated by the parties, and the terms and conditions of the transfer shall be identical in all material respects to the Offer Terms, or a Offer Terms reasonably negotiated by the parties, (the "Terms"). If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by an independent third party valuation by an appraiser mutually acceptable to Buyer and Seller.

(e) Payment. Payment of the Offer Purchase Price shall be made, at the option of Buyer, in cash (by check), by financing, or by any combination thereof, in any case in accordance with the Terms, within ninety (90) days after delivery of the written Notice by Seller as set forth herein.

(f) Seller's Right to Sale. If all of the Real Property proposed in the Notice to be transferred is not purchased by Buyer, then Seller may sell or otherwise transfer such Real Property to that at a higher price and on the Offer Terms to a third-party, provided such sale or other transfer is consummated within six (6) months after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities law. If the Real Property described in the Notice is not sold or transferred within such period, a new Notice shall be given to Buyer, and Buyer shall again be offered the Right of First Offer before any Real Property held by Buyer may be sold or otherwise transferred.

(g) Termination of the Right of First Refusal. Buyer's Right of First Offer shall survive Closing and shall terminate upon the earlier of five (5) years following the Closing Date.

## **ARTICLE VI TERMINATION**

6.01 This Agreement may be terminated and the transactions contemplated herein may be abandoned:

(a) By the mutual written consent of Buyer and Seller;

(b) Buyer, if the PUC rejects the Transfer Request because of an action, omission or characteristic of Seller or the Stockholder, in which case Seller and the Stockholder shall have sixty (60) days after receipt of the PUC rejection, or rejection otherwise, as the case may be, to correct any such action, omission, characteristic, problem or deficiency before Buyer may terminate under this Section 6.01(b); or

(c) Either Buyer or Seller, if the Transfer Request has not occurred twelve (12) weeks from the Effective Date.

6.02 Post-Termination Obligations. Upon a valid termination by Seller or Buyer pursuant to Section 6.01, written notice thereof will forthwith be given by the terminating party to the other party and the transactions contemplated by this Agreement will be terminated, without

further action by any party. Upon a termination of this Agreement as provided in Section 6.01, this Agreement will forthwith become void and of no further force and effect; provided, however, that such termination will be without prejudice to the parties' accrued rights and obligations under this Agreement; provided, further, that upon any termination of this Agreement, the following provisions of this Agreement will survive the termination: Sections 5.11, Article VII, and Article VIII. Upon termination of this Agreement for any reason, Escrow Agent shall immediately return the full Deposit to Buyer.

## ARTICLE VII INDEMNIFICATION

7.01 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the Closing.

7.02 Indemnification by Seller and Stockholder. Subject to the other terms and conditions of this Article VII, from and after Closing, Seller and Stockholder shall jointly and severally indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the "Buyer Indemnitees") against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Losses"), incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, or with respect to:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto;

(c) any Excluded Asset or any Excluded Liability; or

(d) any Third-Party Claim based upon, resulting from, or arising out of the business, operations, properties, assets, or obligations of Seller or any of its Affiliates (other than the Purchased Assets or Assumed Liabilities) conducted, existing, or arising on or prior to the Closing Date. For purposes of this Agreement, "Third-Party Claim" means notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing.

7.03 Indemnification by Buyer. Subject to the other terms and conditions of this Article VII, from and after Closing, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the "Seller Indemnitees") against, and shall hold

each of them harmless from and against any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, or with respect to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

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

(c) any Assumed Liability.

**7.04 Indemnification Procedures.** Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the "Indemnifying Party"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

**7.05 Cumulative Remedies.** The rights and remedies provided in this Article VII are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

## **ARTICLE VII MISCELLANEOUS**

**8.01 Entire Agreement; Survival.** This Agreement is the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no representations, warranties or covenants other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements between the parties with respect to such subject matter, including that certain executed Letter of Intent among the parties. All of the obligations of the parties, including all covenants, indemnities, representations and warranties will survive Closing and will not be deemed to merge at Closing.

8.02 Signatures; Amendment and Waiver. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and all such counterparts will constitute but one instrument. Signatures of the parties transmitted by facsimile, portable document format (.pdf) or other electronic means will be deemed to be their original signatures for all legal and other purposes. This Agreement may be amended only in writing signed by all of the parties. No waiver will be effective against any party unless it is in writing signed by that party.

8.03 Taxes; Expenses. Any transfer, recordation, sales, purchase, or use tax that may be payable by reason of the sale of all or any portion of the Purchased Assets under this Agreement will be borne by Seller. Each party will bear its own expenses in connection with the proposed transaction, including expenses of legal counsel, accountants and other advisers, incurred at any time in connection with pursuing or consummating this Agreement.

8.04 Assignability; Successors. Neither party may assign its rights under this Agreement without the written consent of the other party which shall not be unreasonably withheld as long as there are no material changes to this agreement by any successor parties.

8.05 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, will not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver will be effective unless it is in writing and duly executed by an authorized representative of the waiving party.

8.06 Notices. Any notice required or permitted hereunder will be in writing, and will be delivered in person, first class certified mail postage prepaid, or overnight courier service (such as FedEx) only to the parties at the addresses on the signature page hereto (or such other addresses as the parties may specify). Notices will be effective when received at the recipient's location (or when delivered to that location if receipt is refused). Notices given by FedEx or other recognized overnight courier service will be presumed received on the business day following delivery to such courier service.

8.07 Headings; Severability. The headings in this Agreement are intended solely for convenience of reference and will be given no effect in the construction or interpretation of this Agreement. The invalidity or unenforceability of any provision of this Agreement will not impair the validity or enforceability of any other provision. As used in this Agreement, the words "include," "includes," and "including" will be deemed to be followed by the phrase "without limitation."

8.08 Further Actions. Each party will use their reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to cooperate fully with each other with respect to, all things necessary, proper or advisable to satisfy (or cause the satisfaction of) all of the conditions contained in Article VII and Article VIII, and to consummate the transactions contemplated by this Agreement.

8.09 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of Pennsylvania or any other jurisdiction). If a dispute or litigation arises out of this Agreement, the substantially prevailing party in such dispute or litigation will be reimbursed by the other party for all of the substantially prevailing party's costs and expenses (including attorneys' fees) incurred in such dispute or litigation.

8.10 Joint and Several Obligations. All obligations of Seller or Stockholder under this Agreement, any schedule hereto or any other Transaction Document, including indemnification obligations, are joint and several obligations of Seller and Stockholder, and all representations, warranties, statements, agreements and covenants of Seller or any Stockholder under this Agreement, any schedule hereto or any other Transaction Document are joint and several representations, warranties, statements, agreements and covenants of Seller and Stockholder.

8.11 Interpretation. All definitions in this Agreement will apply equally to both the singular and plural forms of the terms defined. Wherever the context may require, any pronoun used in this Agreement will include the corresponding masculine, feminine and neuter forms. As used in this Agreement, the words (i) "include," "includes," and "including" will be deemed to be followed by the phrase "without limitation"; (ii) "herein," "hereof," and "hereunder" will refer to this Agreement in its entirety; (iii) "Stockholder" will mean "any or all of the Stockholder"; and (iv) "Section" will, unless otherwise specified, refer to Sections of this Agreement. Where something is defined in the singular, the plural of the defined term will be taken to mean two or more of those things which are within the definition; and where something is defined in the plural or collectively, the singular of the defined term will be taken to mean any one of those things which fall within the definition. The headings contained in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement. The schedules and exhibits referred to in this Agreement will be construed with and as an integral part of this Agreement to the same extent as if set forth verbatim herein. The recitals are deemed a part of this Agreement.

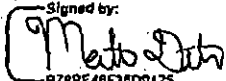
8.12 Publicity. None of the parties shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other parties.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date.

**BUYER:**

**CHAMPAGNE LIMOUSINE SERVICE LLC,**

Signed by:  
By:   
Matthew Dietz  
Address: 1100 Pleasant Drive  
Pen Argyl, PA 18072

**SELLER:**

**CHAMPAGNE LIMOUSINE SERVICE, INC.,**

By: \_\_\_\_\_, Principal  
Mandy Cicero, Principal

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date.

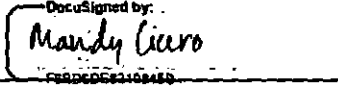
**BUYER:**

**CHAMPAGNE LIMOUSINE SERVICE LLC,**

By: \_\_\_\_\_  
Matthew Dietz  
Address: 1100 Pleasant Drive  
Pen Argyl, PA 18072

**SELLER:**

**CHAMPAGNE LIMOUSINE SERVICE, INC.,**

By:  \_\_\_\_\_, Principal  
Mandy Cicero, Principal

**SCHEDULE 1.01(b)  
CUSTOMER LIST**

**TOP 20 ACCOUNT LISTING**

NAME	YEAR	TRIP TOTAL	REVENUE	SERVICE TYPE
A-1 LIMOUSINE	2024	5	\$ 1,349.40	AIRPORT
	2023	30	\$ 8,450.89	
ALICES TRAVEL	2024	12	\$ 4,182.00	AIRPORT/MISC
	2023	9	\$ 2,740.23	
BRENNAN	2024	21	\$ 13,024.82	AIRPORT/MISC
	2023	25	\$ 10,628.39	
CHISMAR	2024	6	\$ 4,128.20	8 HR PACKAGE
	2023	6	\$ 4,915.60	
DELAWARE VASCULAR	2024	71	\$ 42,450.60	MEDICAL SHUTTLE
	2023	253	\$ 57,020.38	
FAMOUS SMOKE SHOP	2024	10	\$ 3,751.00	AIRPORT
	2023	10	\$ 2,919.24	
FEMA/RIGIONE	2024	24	\$ 5,643.43	AIRPORT
	2023	12	\$ 2,768.15	
FRST NORTHERN	2024	34	\$ 20,817.00	AIRPORT/MISC
	2023	52	\$ 26,382.48	
JMAC PARTNERS	2024	5	\$ 1,662.00	MISC
	2023	11	\$ 4,073.67	
MC SQUARE	2024	25	\$ 7,004.40	AIRPORT
	2023	48	\$ 11,731.00	
PA WINE TOURS	2024	7	\$ 5,852.60	8 HR PKG
	2023	11	\$ 9,734.51	
PACCHIOLI	2024	4	\$ 2,818.20	AIRPORT
	2023	4	\$ 3,188.46	
PARISI B	2024	10	\$ 4,713.00	AIRPORT
	2023	17	\$ 7,237.91	
PARISI S	2024	15	\$ 4,268.00	AIRPORT
	2023	15	\$ 5,009.42	

PETERS	2024	9	\$ 2,149.00	AIRPORT
	2023	33	\$ 8,842.32	
PICATINNY ARSENAL	2024	30	\$ 7,027.80	AIRPORT
	2023	31	\$ 7,590.21	
RACCIATO	2024	14	\$ 3,268.20	AIRPORT
	2023	10	\$ 2,301.60	
SANTANA	2024	20	\$ 4,635.00	MISC
	2023	12	\$ 4,192.15	
SEVERSON	2024	18	\$ 4,378.80	AIRPORT
	2023	22	\$ 4,442.40	
WEILER ABRASIVES	2024	97	\$ 28,592.00	AIRPORT
	2023	191	\$ 34,938.15	

**SCHEDULE 1.01(g)  
VEHICLE LIST**

<b>State Reg</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN</b>	<b>Body Type</b>
PA	2014	Dodge	3500	3C6URVJG1EE122050	VAN
PA	2019	Ford	Expedition	1FMIK1J3KEA36814	SUV
PA	2015	Ford	Transit 350XL	1FBAX2CMXGK808395	VAN
PA	2020	Chrysler	300	2C3CCAEG1LH141826	SEDAN
PA	2019	Volvo	S90	LVY102MK2KP090458	SEDAN
PA	2019	Lincoln	Nautilus	2LMPJ8J9XKBL51734	SUV
PA	2021	Ford	Expedition Max	1FMIK2AT2MEAG65648	SUV

**SCHEDULE 1.02  
EXCLUDED ASSETS**

Cash  
Securities  
Accounts Receivable  
Land and structures of Seller's secondary office  
Vehicle garage  
Home office computers  
Filing cabinets  
Furniture  
2016 Lincoln MKT Limousine 2L1MJ5LK2GBL01481

**SCHEDULE 1.04(b)**  
**WIRE INSTRUCTIONS**

**SCHEDULE 3.12(d)  
INDEPENDENT CONTRACTORS LIST**

<b>NAME</b>	<b>DOB</b>	<b>DL#</b>	<b>STATE</b>	<b>Date of Hire</b>
DEREK MAKRI	11/1/1979	M0226-16473-11792	NI CDLB	June 2013
GEORGE MILLER	7/24/1945	23 261 226	PA	Nov-18
GLENN SPRINGER	12/9/1958	18 399 973	PA	Jun-22
JONATHAN BOLANOS	7/27/1986	32 870 833	PA CDLA	Oct-18
MARVIN BRODT	2/18/1958	18 189 185	PA	Mar-13
MATTHEW WHISTLER	6/23/1977	27 620 306	PA	May-22
PATRICK WYPLER	5/31/1966	28 786 981	PA	Oct-16
PETER LEICHT	4/10/1956	25 903 11	PA	Sep-24
RAGAN VAN CAMPEN	3/28/1971	22 468 238	PA	Jul-21
SHAUN BURKE	9/15/1980	25 875 255	PA CDLA	Oct-13
ANTHONY PETERSON	7/10/1970	22 413 966	PA	Jul-00
WAYNE TIGAR	11/27/1978	24 933 173	PA CDLAM	Sep-22
ALEXANDER REINCKE	5/4/1977	31 563 804	PA	Feb-25

**SCHEDULE 3.13(a)**  
**REAL PROPERTY**

8 East Webster Street, Roseto, Pennsylvania 18013

**OPERATING AGREEMENT  
OF  
CHAMPAGNE LIMOUSINE SERVICE LLC  
(A Pennsylvania Limited Liability Company)**

THE MEMBERSHIP INTERESTS REFERENCED IN THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE PENNSYLVANIA SECURITIES ACT OF 1972, AS AMENDED, OR SIMILAR LAWS OR ACTS OF OTHER STATES, IN RELIANCE UPON EXEMPTIONS UNDER THOSE LAWS AND ACTS. THE SALE, OFFER FOR SALE, TRANSFER, PLEDGE, OR OTHER DISPOSITION OF SUCH MEMBERSHIP INTERESTS IS PROHIBITED EXCEPT AS OTHERWISE EXPRESSLY PERMITTED IN THIS OPERATING AGREEMENT. BY THE EXECUTION OF THIS AGREEMENT AND THE ACQUISITION OF THE MEMBERSHIP INTEREST REFERENCED HEREIN, EACH PRESENT AND FUTURE MEMBER REPRESENTS, INTER ALIA, THAT SUCH MEMBER IS ACQUIRING SUCH MEMBER'S MEMBERSHIP INTEREST FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION OR RESALE AND THAT SUCH MEMBER WILL NOT SELL, OFFER FOR SALE, TRANSFER, PLEDGE, OR OTHERWISE DISPOSE OF SUCH MEMBER'S MEMBERSHIP INTEREST: (I) OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT; AND (II) WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE ABOVE REFERENCED LAWS AND ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

**THIS OPERATING AGREEMENT** (the "**Agreement**") is effective this 5th day of August, 2025, by and among **Champagne Limousine Service LLC**, a Pennsylvania limited liability company (the "**Company**"), and **Mad Dog Global, LLC**, a Pennsylvania limited liability company, and **John F. Jaidl, Sr.**, an adult individual (each a "**Member**" and each other future Member of the Company a "**Member**" and collectively the "**Members**"). This Agreement, as it may be amended from time to time, shall be binding on any person who at the time is a Member, regardless of whether or not the person has executed this Agreement or any amendment hereto.

**RECITALS**

WHEREAS, the Company has been organized as a Pennsylvania limited liability company by the filing of a Certificate of Organization with the Department of State of the Commonwealth of Pennsylvania on August 5, 2025, under and pursuant to the Act;

WHEREAS, the Members wish to address the relationship between themselves with respect to the Company, including without limitation their relative duties and responsibilities and the restrictions on transfer of their Membership interests; and

WHEREAS, the Members acknowledge that they may determine that it is in the best interest of the Company for the Company to be taxed as a corporation in the future, and the Members may elect S corporation tax status for the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Members agree as follows:

## ARTICLE I – DEFINITIONS

1.01. **Definitions.** In addition to the terms defined in other provisions of this Agreement, the following terms shall have the meanings set forth below unless the context requires otherwise:

**“Act.”** The Pennsylvania Uniform Limited Liability Company Act of 2016, 15 Pa.C.S. § 8811, et seq., the Entity Transactions Law, 15 Pa.C.S. § 311-376, and any other successor statutes, as they may be amended from time to time.

**“Affiliate.”** As to any Person, any other Person that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with such Person or, if such Person is an individual, the immediate family of such Person or trusts solely for the benefit of such immediate family. As used in this definition, the term “control” means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, as trustee or executor, by contract or credit arrangement or otherwise.

**“Agreement.”** This Operating Agreement, as further amended, modified, supplemented or restated from time to time.

**“Assign” or “Assignment.”** means, voluntarily or involuntarily, to sell, transfer, bequeath, pledge, hypothecate or otherwise dispose. An “Assignment” is any one of those acts.

**“Capital Account.”** The individual account maintained by the Company with respect to each Member as provided in Section 4.02.

**“Capital Contribution.”** The aggregate amount of cash and the agreed value of any property or services (as determined by the Member and the Manager) contributed by each Member to the Company as provided in Section 4.01. In the case of a Member that acquires a Membership Interest by an Assignment or transfer in accordance with the terms of this Agreement, “Capital Contribution” means the Capital Contribution of that Member’s predecessor in interest proportionate to the acquired Membership Interest.

**“Certificate.”** The Certificate of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Department of State of the Commonwealth of Pennsylvania pursuant to the Act.

**“Code.”** The Internal Revenue Code of 1986, as amended.

**“Company.”** Champagne Limousine Service LLC, a Pennsylvania limited liability company.

**“Covered Person.”** A Manager, a Member, any Affiliate of a Member, any officer, director, manager, shareholder, partner, employee, representative or agent of a Member, or their respective Affiliates, or any officer, employee or agent of the Company or its Affiliates.

**"Loss" or "Losses."** Items of Company loss and deduction.

**"Manager" or "Managers."** Matthew Dietz, and/or any other Person serving at the time as a manager of the Company as provided in this Agreement.

**"Member."** Any Person who at the time is a member of the Company.

**"Members."** means two or more Persons when acting in their capacities as members of the Company. For purposes of the application of a provision of the Act to the Company, the Members shall constitute one class or group of members. Attachment A shall be amended from time to time to show the current Members.

**"Membership Interest."** The interest of a Member in the Company, including, without limitation, interests in Profits and Losses, rights to distributions (liquidating or otherwise), allocations and information, all in accordance with the provisions of this Agreement and the Act.

**"Offer."** An offer made or deemed to have been made by a Member (or, if applicable a Member's personal representative) to sell all (or, if applicable, part) of said Member's Membership Interest in the Company to the Company and the Remaining Member(s).

**"Offered Interest."** The Membership Interest in the Company owned by an Offering Member.

**"Offering Member."** A Member who has made (or is deemed to have made) an Offer.

**"Offeree."** The Company and/or Remaining Member(s) that are the recipients of an Offer.

**"Percentage Interest."** The proportionate Membership Interest of a Member expressed as a percentage, as shown on Attachment A.

**"Person."** A natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, estate, association or other legal entity or organization.

**"Prime Rate."** A varying rate per annum that is equal to the interest rate published by The Wall Street Journal (or, if applicable, its successor or other such nationally recognized financial publication) from time to time as the prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate.

**"Profits."** Items of Company income and gain.

**"Pro Rata Percentage."** A Remaining Member's Percentage Interest (prior to the acceptance of an Offer) divided by the aggregate Percentage Interests of all Remaining Members (prior to the acceptance of said Offer).

**"Purchaser."** Either or both of the Company and the Remaining Member(s) who have exercised his/her/its/their option(s) to purchase the Offered Interest of an Offering Member.

**"Remaining Member(s)."** A Member (or those Members) other than the Offering Member.

**“Stipulated Fair Market Value”** shall mean the agreed value per percent of Membership Interest in the Company as set forth herein. Within one hundred twenty (120) days after the end of each fiscal year of the Company, or at any date and time at which the Manager(s) deems proper, the Manager(s) shall determine the Stipulated Fair Market Value, which is to be computed as of the end of such fiscal year in the form of Attachment E, attached hereto. If the Manager(s) fails to determine a Stipulated Fair Market Value for two consecutive fiscal years, and fails to determine a Stipulated Fair Market Value within thirty (30) days thereafter, the Stipulated Fair Market Value shall be the value per percent of Membership Interest in the Company as determined by an experienced business valuator (the “Valuator”). The Members shall divide equally the cost of the Valuator. The Members, the Manager(s), and the Company shall reasonably cooperate with the Valuator to provide such financial and other information as the Valuator may deem appropriate for consideration, including without limitation personal interviews with the Members and/or Manager(s). Such determination of value when made, certified and delivered to the Company, shall be binding on the Company for the purposes of this Agreement and upon all parties bound by the terms of this Agreement.

**“Treasury Regulations.”** The income tax regulations, including temporary regulations, promulgated under the Code, as those regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

## ARTICLE II – ORGANIZATION

2.01. Principal Place of Business; Other Offices. The principal place of business of the Company shall be at 1100 Pleasant Drive, Pen Argyl, Pennsylvania 18072 or at such other place as the Manager may designate from time to time, which need not be in the Commonwealth of Pennsylvania. The Company may have such other offices as the Manager may designate from time to time.

2.02. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is engaging in any lawful act or activity for which limited liability companies may be organized under the Act and engaging in any and all lawful activities necessary, convenient, desirable or incidental to the foregoing, including, but not limited to, own and operate a passenger ground transportation business.

2.03. Term. The existence of the Company commenced on the date the Certificate was filed in the office of the Department of State of the Commonwealth of Pennsylvania and shall continue until the Company is dissolved in accordance with the provisions of this Agreement and the Act.

## ARTICLE III – MEMBERSHIP INTERESTS

3.01. Initial and Subsequent Members. The Members of the Company are the Persons listed on Attachment A. When any Person is admitted as a Member or ceases to be a Member, the Manager(s) shall prepare a revised version of Attachment A and distribute it to all the Members.

3.02. Record Holders of Membership Interests. The Company shall be entitled to treat the Person in whose name a Membership Interest stands on the books of the Company as the absolute

owner thereof and as a Member of the Company. The Company shall not be bound to recognize any equitable or other claim to, or interest in, such Membership Interest on the part of any other Person, whether or not the Company has express or other notice of any such claim.

**3.03 No Transfers or Assignment of Interests Unless in Accordance with this Agreement.**

- (a) Except as permitted hereunder, a Member shall not Assign or permit the Assignment of all, or any portion of the Member's interest in the Company or rights in the Member's interest in the Company. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Assignment of a Member's interest or rights in violation of this Section shall be deemed invalid, null and void, and of no force or effect. Any Person to whom a Member attempts to Assign the Member's interest in violation of this Section 3 or to whom a Member's Membership Interest is involuntarily Assigned shall not be entitled to vote on those certain limited matters coming before the Members, if any; act as an agent of the Company, if appointed as such; attend meetings of the Members, if any; inspect Company books and records; have access to any other information of the Company except to the extent necessary to prepare said assignee's state and federal income tax returns; demand an accounting with respect to the Company; or have any other rights in or with respect to the Member's Membership Interest. In the event a valid S Election is made, distributions shall be made to such successor or assignee who has not been admitted as a Member if the failure to make such distributions would result in a termination of the S Election.
  
- (b) Any assignee of or successor to a Member's Membership Interest who does not become a Member and desires to make further Assignments of the interest shall be subject to all of the restrictions on the Assignment of the interest contained herein. Unless an assignee or successor becomes a Member, the assignee or successor shall not be entitled to any of the rights granted to a Member hereunder or under the Act, other than the right to receive all or part of the share of Profits, Losses and distributions to which the assignor or predecessor would otherwise have been entitled; and unless and until the assignee or successor is admitted as a Member, the assignee or successor shall not have any right to vote on those certain limited matters coming before the Members, if any; act as an agent of the Company, if appointed as such; attend meetings of the Members, if any; inspect Company books and records; receive distributions from the Company; have access to any other information of the Company, except to the extent necessary to prepare the assignee's state and federal income tax returns; to demand an accounting with respect to the Company; or have any other rights in or with respect to such assignee's interest. In the event a valid S Election is made, distributions shall be made to such successor or assignee who has not been admitted as a Member if the failure to make such distributions would result in a termination of the S Election.
  
- (c) A pledge or encumbrance of a Membership Interest by any Member is not permitted.

**3.04. Limited Transfer and Assignability of Membership Interests.**

- (a) Limited Transferability. Except to the extent that transfers or Assignments of Membership Interests are permitted or required to be transferred by this Agreement, Membership Interests shall not be transferable or assignable, in whole or in part.

(b) **Right of First Refusal.** If a Member obtains a bona fide written offer for the purchase of said Member's Membership Interest in the Company (which offer must be for a price denominated in U.S. dollars) which the Member intends to accept, then the Member shall be deemed to be an Offering Member and shall give written notice of that intention ("**Notice of Intention**") to the Company. To be effective, the Notice of Intention must state or describe: (i) the Membership Interest to be Assigned (the "**Offered Interest**"); (ii) the name and address of the proposed assignee; (iii) the amount to be paid and the terms of payment; (iv) the date of the proposed Assignment; and (v) an Offer to sell the Offering Member's Offered Interest to the Company and the Remaining Member(s).

(1) The Company, for thirty (30) days after delivery of the Notice of Intention, may elect to have the buy-out price ("**Buy-Out Price**") of the Offering Member's Offered Interest in the Company be determined in accordance with Section 3.04(e) and, for thirty (30) days after it has been notified of the determination of the Buy-Out Price (the "**Company Option Period**"), may elect to redeem the Offering Member's Offered Interest for the lesser of the Buy-Out Price or the price set forth in the Notice of Intention. In either case, the redemption shall be on the terms set forth in Section 3.04(f) (the "**Terms**"). If the Company properly exercises that option, then the Offering Member shall sell, and the Company shall purchase, said Offering Member's Offered Interest at that price and on those terms.

(2) If the Company does not exercise its option to redeem all of the Offered Interest, the Company shall notify the Remaining Member(s) and the Offering Member of its rejection of the Offer ("**Notice of Rejection**") no later than five (5) days after the sooner of such rejection or the expiration of the Company Option Period (as applicable). If the Buy-Out Price has not been determined during the Company Option Period, the Remaining Member(s) shall have thirty (30) days to elect to have the Buy-Out Price determined in accordance with Section 3.04(e). The Remaining Member(s) shall have thirty (30) additional days from the later of the determination of the Buy-Out Price or the date of the Notice of Rejection to determine if the Remaining Member(s) shall purchase the Offered Interest at and on the lower of the price set forth in the Notice of Intention or the Buy-Out Price and Terms. Each Remaining Member shall have an option to purchase a pro-rata portion of the Offered Interest (based on said Remaining Member's Pro-Rata Percentage). If some, but not all, of the Offered Interest is so purchased by the Remaining Member(s) and/or the Company, the purchasing Remaining Member(s) shall have the option (for a period of an additional five (5) days) to purchase the unpurchased Offered Interest. If the Remaining Member(s) properly exercise this option, the Offering Member shall sell and the Remaining Member(s) shall purchase said Offering Member's Offered Interest at that price and Terms.

(3) If the Company and the Remaining Member(s) do not timely exercise their options to redeem or purchase the entire Offered Interest, then the Offered Interest may be Assigned to the proposed assignee upon the terms stated in the Notice of Intention, provided that the proposed assignee executes and delivers to the Manager a written Joinder in the form of Attachment C consenting to be bound by all of the terms of this Agreement and a Spousal Consent and Agreement (if applicable) in the form of Attachment D and, provided that, unless the Manager agrees otherwise, the proposed assignee shall be and remain a mere holder of a Membership Interest in the Company, shall not be admitted as a Member, shall have the restriction of rights pursuant to the last sentence of Section 3.03(a) and shall have only the access right affirmatively granted in the last sentence of Section 3.03(a). If an Assignment which is permitted hereunder in this Section 3.04(b)(3) is not completed by the later of the date specified in the Notice of Intention or fifteen (15) days after the expiration of the last applicable purchase option, then the Offering Member's Offered Interest will become subject again to the purchase option (right of first refusal) contained in this Section 3.04(b).

(c) Voluntary Withdrawal. A Member may not voluntarily withdraw from the Company.

(d) Involuntary Assignment.

(1) If: (i) an Order for Relief is entered with respect to a Member under the Bankruptcy Code; (ii) a trustee, receiver or liquidator is appointed with respect to a Member in any insolvency proceeding; (iii) a charging order is entered with respect to a Member's Membership Interest in the Company; (iv) there is a judgment or decree that has the effect of transferring beneficial ownership of a Member's Membership Interest in the Company or the limited voting rights of said Member to other than said Member; (v) there is a bankruptcy, insolvency or other material adverse change in the financial condition of a Member that will result in a default under the Company's financing documents and as a result of which the lender may declare the Company to be in default of the maximum amount of indebtedness; or (vi) a Member is party to divorce or similar proceedings and such Member's spouse has not executed a Spousal Consent and Agreement in the form of Attachment D, then said Member shall be deemed to make an Offer to sell all of said Member's Membership Interest (the "**Offered Interest**") in the Company to the Company and the Remaining Member(s). For purposes of Section 3.04(d)(1)(vi), the Company's option to redeem said Membership Interest shall continue throughout the pendency of such divorce or other proceedings.

For thirty (30) days after it learns of the Offer, the Company may elect to have the Buy-Out Price of the Offering Member's entire Offered Interest in the Company determined under Section 3.04(e). For thirty (30) days after it has been notified of the determination of the Buy-Out Price ("**Company Option Period**"), the Company may elect to redeem the Member's Offered Interest for the Buy-Out Price and Terms. If the Company timely makes that election, then the Company shall redeem, and the Offering Member or the Offering Member's legal representative or successor shall sell to the Company, the Offering Member's Offered Interest in the Company at the Buy-Out Price and Terms.

If the Company does not elect to have the Buy-Out Price determined in accordance with Section 3.04(e) or, after the determination of the Buy-Out Price, does not elect to redeem the Offering Member's Offered Interest in the Company at the Buy-Out Price and Terms, then, the Company shall notify the Remaining Member(s) and the Offering Member of its rejection of the Offer ("**Notice of Rejection**") no later than five (5) days after the sooner of such rejection or the expiration of the Company Option Period (if applicable). If the Buy-Out Price has not been determined during the Company Option Period, the Remaining Member(s) shall have thirty (30) days to elect to have the Buy-Out Price determined in accordance with Section 3.04(e). The Remaining Member(s) shall have thirty (30) additional days from the later of the determination of the Buy-Out Price or Notice of Rejection to determine if the Remaining Member(s) shall purchase the Offered Interest at and on the Buy-Out Price and Terms. Each Remaining Member shall have an option to purchase a pro-rata portion of the Offered Interest (based on said Remaining Member's Pro-Rata Percentage). If some, but not all of the Offered Interest is so purchased by the Remaining Member(s) and/or redeemed by the Company, the purchasing Remaining Member(s) shall have the option (for an additional five (5) days) to purchase the unpurchased Offered Interest. If the Remaining Member(s) properly exercise their option, the Offering Member shall sell and the Remaining Member(s) shall purchase said Offering Member's Offered Interest at and on Buy-Out Price and Terms. If the Company and/or Remaining Member(s) do not purchase all of the Offered Interest, unless the Manager agrees otherwise, the successor to the Member shall be and remain a mere interest holder in the Company, shall not be admitted as a Member, shall have only the restricted rights pursuant to the last sentence of Section 3.03(a), and shall have only the access right affirmatively granted in the last sentence of Section 3.03(a).

- (2) In the event of the death of a Member, the deceased Member's personal or legal representative shall be deemed to have made an Offer to sell to the Company and the Remaining Member(s) said Member's Membership Interest (the "**Offered Interest**") in the Company at and on the Buy-Out Price and Terms.
- (3)
  - (i) Upon notification to the Company that an Offer has been made pursuant to Section 3.04(d)(2), the Buy-Out Price shall be determined pursuant to Section 3.04(e), and for thirty (30) days after such determination ("**Company Option Period**"), the Company may exercise an option to redeem the Offered Interest at and on the Buy-Out Price and Terms.

(ii) If the Company does not exercise its option to redeem the Offered Interest pursuant to Section 3.04(d)(3), the Company shall issue a Notice of Rejection no later than five (5) days after expiration of the Company Option Period. The Remaining Member(s) shall have thirty (30) additional days, from the later of the determination of the Buy-Out Price or Notice of Rejection to determine if said Remaining Member(s) shall purchase the Offered Interest at and on the Buy-Out Price and Terms. Each Remaining Member shall have an option to purchase a pro-rata portion of the Offered Interest (based on each Remaining Member's Pro-Rata Percentage). Notwithstanding the foregoing, in the event a Remaining Member receives any proceeds of life insurance on account of the death of an Offering Member and the Company has not exercised its option to redeem the entire Offered Interest pursuant to Section 3.04(d)(3), said Remaining Member must exercise his, her, or its option to purchase the Offered Interest to the extent of such proceeds. If the Remaining Member(s) and/or the Company properly exercise their option(s), the Offering Member (or said Offering Member's personal or legal representative) shall sell and the Remaining Member(s) and/or the Company shall purchase or redeem said Offering Member's Offered Interest at and on Buy-Out Price and Terms.

(iii) If the entire Offered Interest is not purchased by the Remaining Members and/or redeemed by the Company pursuant to Section 3.04(d)(3)(i) and/or Section 3.04(d)(4)(ii), the Company shall redeem the unpurchased Offered Interest unless there is a legal impediment or contractual restriction preventing such purchase; and if there is such a legal impediment or contractual restriction which cannot be reasonably resolved, the Remaining Member(s) shall purchase a pro-rata portion of the unpurchased Offered Interest (based on each Remaining Member's Pro-Rata Percentage).

(e) Buy-Out Price.

(1) Purchase Price Per Percent of Membership Interest for Voluntary Transfers. The Price for each percent of Membership Interest in the Company being offered pursuant to Section 3.04(b) hereof shall be, at the Purchaser's election: (a) the Stipulated Fair Market Value; or (b) the price for each percent of Membership Interest in the Company as set forth in the Notice if the proposed transfer is to be made pursuant to an Outside Offer.

(2) Purchase Price Per Percent of Membership Interest for Involuntary Transfers or Transfers at Death. The Price for each percent of Membership Interest in the Company being offered pursuant to any other Section other than Section 3.04(b) shall be the Stipulated Fair Market Value unless the parties unanimously agree otherwise.

(f) Terms.

- (1) Subject to Section 3.04(f)(2) hereof, the Buy-Out Price to be paid to an Offering Member (or, as applicable, an Offering Member's personal or legal representative) under Section 3.04(b) or Section 3.04(d) shall be paid, at the discretion of the Purchaser, either within three (3) months after the election to purchase or in sixty (60) consecutive equal monthly installments, including interest on the unpaid balance of the purchase price at a rate equal to the minimum rate necessary to avoid imputed interest or original issue discount under the Code, beginning three (3) months after the election to purchase and continuing until the purchase price has been fully paid. The unpaid balance may be prepaid at any time without premium or penalty. The Offering Member (or the Offering Member's personal or legal representatives,) as the case may be, if requested to do by the Purchaser(s), shall sign and deliver to the Purchaser(s) an assignment, in a form reasonably approved by counsel for the Purchaser(s), which shall transfer to the Purchaser(s) good and marketable title to the Offering Member's Offered Interest in the Company, free and clear of all liens, claims and encumbrances; and the Purchaser(s), if requested to do so by the Offering Member (or the Offering Member's personal or legal representatives), shall execute and deliver the promissory note of the Purchaser(s), generally in the form attached hereto as Attachment B, for the Buy-Out Price, containing a right on the part of the holder to accelerate payment in the event of any default. To secure the note, the Purchaser(s) shall execute and deliver to the seller a security agreement and financing statements covering the Offered Interest which has been purchased/redeemed. The Purchaser(s) is/are hereby designated as the Member's attorney-in-fact for the purposes of removing the Offering Member's name from the Company's roster of Members and for the purpose of transferring the Offering Member's Offered Interest to the Purchaser(s). This power is coupled with an interest and is irrevocable.
  - (2) If a Purchaser has received proceeds of life insurance on the death of the Offering Member, whether or not the installment payments pursuant to Section 3.04(f)(1) above have commenced, said Purchaser shall (within five (5) days of receipt thereof) pay to the personal or legal representative of such Offering Member an amount of such proceeds up to the Buy-Out Price for the Offered Interest purchased therefrom. Such payments will reduce the amounts payable under said note.
- (g) Payment for Company Property. The amount to be paid to a Member or a Member's personal or legal representatives under this Section shall be deemed to be paid in exchange for the interest of the Member in Company property, in accordance with and subject to Section 736(b) of the Code.
- (h) Vote on Purchase. A Member may not vote on the purchase of his, her or its interest in the Company pursuant to this Section 3.04, nor may the Member's Percentage Interest be counted in determining the requisite number of votes to make the purchase.

- (i) Admission of Additional Members. No new Member may be admitted without the consent of the Manager, provided, however, that the new Member must execute and deliver to the Company a written Joinder in the form of Attachment C consenting to be bound by all of the terms of this Agreement and a Spousal Consent and Agreement (if applicable) in the form of Attachment D. Further provided, if an S Election has been made that such new Member must qualify as a shareholder of an S corporation.
- (j) Nonrecognition of Certain Transfers. The Company and the Manager will not, nor be compelled to, recognize any transfer, or issue any certificate representing any Membership Interest to any person who has not delivered to the Company a written undertaking to be bound by the terms and conditions of this Agreement in the form of the Joinder attached hereto as Attachment C and a Spousal consent and Agreement (if applicable) in the form of Attachment D.

#### ARTICLE IV – FINANCIAL AND TAX MATTERS

- 4.01 Initial Capital Contributions. The initial Capital Contribution that each Member has made or is deemed to have made to the Company is set forth on Attachment A hereto.
- (a) Additional Capital Contributions. The Manager(s) may, upon the majority vote of the Manager(s), request the Members to make pro rata additional contributions to the capital of the Company (an “**Additional Capital Contribution**”). For the avoidance of doubt, a Member shall not be required to make any capital contribution to the Company that is not approved by a majority vote of the Manager(s) and that is not specifically agreed to in writing between the Members and the Company, or be obligated or required under any circumstances to restore any negative balance in the Member’s Capital Account. If a Member fails to make its pro rata Additional Capital Contribution (a “**Non-Contributing Member**”), the Manager(s) shall, at his discretion, elect to deem the amount of Additional Capital Contribution that the Non-Contributing Member failed to contribute as: (i) a loan made by the other Members who chose to contribute their pro rata Additional Capital Contribution (said Member(s), “**Lending Member(s)**”) (said loan, a “**Capital Call Loan**”) to the Company on behalf of the Non-Contributing Member and said Capital Call Loan shall be repaid to the Lending Member(s) as soon as possible by the first available distributions from the Company otherwise payable to the Non-Contributing Member, and shall bear interest at the Prime Rate plus three percent (3%) per annum until paid in full to the Lending Member(s), with all payments otherwise due to the Non-Contributing Member being paid first to the Lending Member(s) and, only after repayment of the Capital Call Loan, then all subsequent payments due to the Non-Contributing Member shall be paid to said Non-Contributing Member; or (ii) within fifteen (15) days of written notice of the Non-Contributing Member’s decision not to contribute and the amount of the Additional Capital Contribution required (a “**Non-Electing Member**”), then the other Members shall have the sole right thereafter to contribute the Non-Electing Member’s share thereof and following any Additional Capital Contribution hereunder with respect

to which any Member who does not contribute its pro rata share of the Additional Capital Contribution as determined by the Manager, then the Percentage Interests of all Members shall be adjusted, without further notice or other action of any kind by any party, as follows: the adjusted Percentage Interests of each Member shall be an amount (expressed as a percentage) that equals the quotient of (1) all Capital Contributions of such Members made as of the adjustment date divided by (2) the aggregate amount of all Capital Contributions by all Members as of such date.

- (b) **No Interest.** Interest shall not be paid on or with respect to the Capital Contribution or Capital Account of any Member.
- (c) **No Right to Return of Capital Contributions.** Although the Manager may direct the Company to make distributions to the Members from time to time as a return of their Capital Contributions, a Member shall not have the right to withdraw or demand a return of any of the Member's Capital Contribution or Capital Account, except upon dissolution or liquidation of the Company.
- (d) **Percentage Interests.** The Percentage Interest of each Member shall be as set forth in Attachment A.

4.02 **Capital Accounts.** At all times while there is more than one Member, a Capital Account shall be established and maintained on the books of the Company for each Member.

- (a) **Tax Provisions.** The allocation and capital account maintenance provisions of Treasury Regulations under Section 704 of the Internal Revenue Code are hereby incorporated by reference, including a "qualified income offset" within the meaning of Treas. Reg. Section 1.7041(b)(2)(ii)(d), the rules regarding allocation of "partner nonrecourse deductions" under Treas. Reg. Section 1.704-2(i)(1), "minimum gain chargeback" under Treas. Reg. Section 1.704-2(f) and "partner nonrecourse debt minimum gain chargeback" under Treas. Reg. Section 1.704-2(i)(4), and the limitation on allocation of losses to any Member that would cause a deficit capital account in excess of such Member's capital contribution obligations and share of minimum gain and partner nonrecourse debt minimum gain under Treas. Reg. Section 1.704-1(b)(2)(ii)(d) as modified by Treas. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5). R
- (b) **Contributed Property.** To the extent contributed property has a fair market value at the time of contribution that differs from the contributing Member's basis in the property, and to the extent the carrying value of property of the Company otherwise differs from the Company's basis in such property, depreciation, gain and loss for capital account purposes shall be computed by reference to such carrying value rather than such tax basis. In accordance with Section 704(c) of the Code, income, gain, loss and deduction with respect to such property shall, solely for tax purposes, be shared among the Members so as to take account of the variation between the basis of the property to the Company and its fair market value at the time of contribution, or at the time that the carrying value of such property is adjusted under Treas. Reg. Section 1.704-1(b)(2)(iv)(f), as the case may be.

**4.03 Allocation of Profits or Losses.** At all times while there is more than one Member, Profits or Losses shall be allocated to the Members in accordance with Percentage Interests, except as otherwise provided in Section 4.02.

**4.04 Distributions.**

(a) **General Rule.** Subject to Section 4.04(b) hereof, distributions of cash and/or other assets or property of the Company, from whatever source (including, without limitation, net proceeds of Company operations and sale, and financing or refinancing of Company assets) shall be made to the Members in accordance with their respective Percentage Interests at such times, and in such amounts, as the Manager(s) shall determine. In making determinations regarding distributions, the Manager(s) may set aside funds and establish reserves for such items as the Manager(s) shall determine, including, without limitation, working capital, maintenance of bonding capacity, capital expenditures, acquisition of other assets by the Company and the satisfaction of liabilities (including, without limitation, contingent liabilities).

(b) **Minimum Distribution.** With respect to any taxable year of the Company in which Members are allocated taxable income for Federal income tax purposes (and for this purpose all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703 of the Code shall be included in the calculation of taxable income (other than the amount, if any, by which capital losses exceed capital gains)), the Company shall attempt to distribute to the Members (subject to the constraints provided in the last sentence of this Section 4.04(b)), within ninety (90) days after the close of that taxable year, no less than the amount determined by multiplying the Company's taxable income (computed as set forth in this sentence) by the highest composite Federal, state and local income tax rate applicable to any Member. For purposes of the preceding sentence, the Company's taxable income for a year shall be reduced by any net loss of the Company in prior years that has not previously been so taken into account under this Section 4.04(b). Nothing herein shall require the Company to borrow money or reduce its cash flow so as to restrict its ability to operate the day-to-day activities of the business in order to make such distributions.

**4.05 Establishment of Reserves.** The Manager(s) shall have the right and obligation to establish reasonable reserves for maintenance, improvements, acquisitions, capital expenditures and other contingencies, such reserves to be funded with such portion of the operating revenues of the Company as the Manager(s) may deem necessary or appropriate for that purpose.

**4.06 Tax Returns.** The Manager shall arrange for the preparation of all tax returns required to be filed for the Company. All information needed by the Members and other Persons who were Members during the applicable taxable year for income tax purposes shall be prepared by the Company's accountants and furnished to each such Person after the end of each taxable year of the Company.

#### 4.07 Tax Elections.

- (a) Authorization to Elect Taxation as S Corporation. The Members acknowledge that the Company may make an S election to be taxed as an S corporation for Federal and state tax purposes under Section 1362 of the Code (the "**S Election**"). In the event an S Election is to be made, each Member agrees to promptly execute any required documentation to effectuate such S Election, including but not limited to any Internal Revenue Service form(s) required for such election and an Amended and Restated Operating Agreement, if deemed necessary by the Company. Notwithstanding the foregoing, each Member hereby designates the Manager as each Member's attorney-in-fact for the purposes of executing any required documentation to effectuate the S Election. This power is coupled with an interest and is irrevocable. In such event, all provisions of this Agreement and the Company's Certificate of Organization are to be construed so as to preserve such S Election. Further, if an S Election is made, any partnership tax provisions set forth herein that conflict with the preservation of the S Election and taxation as an S corporation, including but not limited to Section 4.02(a), Section 4.02(b), Section 4.07(d)(3) and Section 4.08 hereof, shall be of no force and effect and shall be deemed removed without further action by the Members.
- (b) Qualification as S Corporation. In the event an S Election is made, (i) there shall be only a single "category" of Membership Interest; (ii) all Membership Interests shall have identical rights to distribution and liquidation proceeds in accordance with Treasury Regulation Section 1.1361-1(l); (iii) there shall be no more than one hundred (100) Members of the Company in accordance with Code Section 1361(c); (iv) no Member shall be a nonresident alien or any Person who would not be a permissible Membership Interest holder for S Election purposes; and (v) no Member may take any action which jeopardizes (or may jeopardize) the S Election.
- (c) Preservation of the S Election, if Made. In the event that an S Election is made, if any Member shall desire to Assign any of such Member's Membership Interest in accordance with the terms of this Agreement, then in addition to any other requirements hereunder the intended transferee shall deliver to the Company an opinion of counsel that continued ownership by the intended transferee of such Membership Interest will not result in the termination of the Company's S Election. Such opinion shall be accompanied by a binding agreement of the intended transferee not to take any other action that would, directly or indirectly, cause the termination of the Company's S Election, if in effect at that time. Any purported or intended transfer of Membership Interest that, in the reasonable opinion of counsel to the Company, would have the effect of terminating the S Election if in effect at that time shall be void and of no effect, unless the Company and all Members otherwise agree.

(d) Additional Elections to be Made. To the extent permitted by applicable tax law, the Company may make the following elections on the appropriate tax returns:

- (1) to adopt the calendar year as the Company's taxable year;
- (2) to adopt the cash method of accounting and to keep the Company's books and records on the income-tax method;
- (3) if a transfer of a Membership Interest as described in Section 743 of the Code occurs, on written request of any transferee Member, or if a distribution of Company property is made on which gain described in Section 734(b)(1)(A) of the Code is recognized or there is an excess of adjusted basis as described in Section 734(b)(1)(B) of the Code, to elect, pursuant to Section 754 of the Code, to adjust the basis of Company properties;
- (4) to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company in excess of Five Thousand (\$5,000.00) Dollars ratably over a period of one hundred eighty (180) months as permitted by Sections 195 and 709(b) of the Code; and
- (5) any other election the Manager may deem appropriate and in the best interests of the Members and not in conflict with the S Election if in effect.

#### 4.08 Partnership Representative.

- (a) So long as the Company is, for federal tax purposes treated as a partnership and does not elect S Corporation status under the Code, the "Partnership Representative" of the Company pursuant to Section 6223 of the Code shall be a Manager that is designated as such by vote of the Manager(s) with the consent of the Members. The Partnership Representative shall inform each other Member of all significant matters that may come to his or her attention in his or her capacity as Partnership Representative by giving notice thereof on or before the fifth (5th) Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications he or she may receive in that capacity. The Company shall reimburse the Partnership Representative for any reasonable, documented and out-of-pocket costs incurred representing the interests of the Members with respect to Company tax matters.

#### 4.09 Tax Withholding.

Unless treated as a Tax Payment Loan, any amount paid by the Company for or with respect to any Member on account of any withholding tax or other tax payable with respect to the income, profits or distributions of the Company pursuant to the Code, the Treasury Regulations, or any state or local statute, regulation or ordinance requiring such payment (each a "**Withholding Tax Act**") shall be treated as a distribution to the Member for all purposes of this Agreement. To the extent that the amount required to be remitted by the Company under a Withholding Tax Act exceeds the amount then otherwise distributable to the Member, the excess shall constitute a loan from the Company to the Member (a "**Tax Payment Loan**"). Each Tax Payment Loan shall be payable upon demand and shall bear interest, from the date that the Company makes the payment to the relevant taxing authority, at the applicable Federal short-term rate under Section 1274(d)(1) of the Code, determined and compounded semiannually. So long as any Tax Payment Loan or the interest thereon remains unpaid, the Company shall make future distributions due to the Member under this Agreement by applying the amount of any such distribution first to the payment of any unpaid interest on all Tax Payment Loans of the Member and then to the repayment of the principal of all Tax Payment Loans of the Member. The Manager shall take all actions necessary to enable the Company to comply with the provisions of any Withholding Tax Act applicable to the Company and to carry out the provisions of this subsection.

#### 4.10 Advances by Members.

If the Company does not have sufficient cash to pay its obligations, a Member may agree, with the consent of the Manager(s), to advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section 4.10 constitutes a loan from said Member to the Company, bears interest at the Prime Rate from the date of the advance until the date of payment, and is not a Capital Contribution.

## ARTICLE V – MANAGEMENT

### 5.01 Management by Manager.

#### (a) Exclusive Responsibility.

- (1) Subject to Section 5.01(c) and Section 5.01(d) hereof, the management of the business and affairs of the Company shall be the sole and complete responsibility of the Manager(s). Matthew Dietz is hereby designated as the sole initial Manager of the Company. A Member, as such, shall not take part in, or interfere in any manner with, the management, conduct or control of the business and affairs of the Company, and shall not have any right or authority to act for or bind the Company.
- (2) A Member in his, her or its capacity as such shall not have any right, authority or power to act for or on behalf of the Company or otherwise bind the Company in any way. A Member shall not have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular assets of the Company.
- (3) The Company may act only by actions taken by or under the direction of the Manager(s) in accordance with this Agreement. The Manager(s) (or the President or other designated representative of a company which is a Manager) may make, execute, sign, acknowledge and file documents on behalf of the Company.
- (4) Should Matthew Dietz resign as Manager, a new Manager shall be elected by a majority vote of the Membership Interests. Matthew Dietz may not be removed as Manager without his consent.

(b) Delegation. The Manager may delegate the right, power and authority to manage the day-to-day business, affairs, operations and activities of the Company to any officer, employee or agent of the Company, subject to the ultimate direction, control and supervision of the Manager. If the Manager appoints an officer of the Company with a title that is commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made by the Manager(s). Any number of offices may be held by the same Person. The salaries and other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Manager(s).

(c) Action by More than One Manager. If there is more than one (1) Manager of the Company at any time, whenever an act/action is to be taken by the Managers, it shall be authorized by a majority of the Managers.

(d) Limitation. Notwithstanding subsection (a), the Manager(s) shall not without first receiving the unanimous vote of the Members:

- (1) issue additional Membership Interests;
- (2) incur indebtedness in excess of \$10,000.00;
- (3) make capital expenditures in excess of \$10,000.00;
- (4) wind up, dissolve or otherwise terminate the Company;
- (5) engage in a merger or consolidation with or into any corporation, partnership, limited liability company or any other entity, whether or not the Company shall be the surviving entity of such merger or consolidation;
- (6) sell all or substantially all of the Company's assets to any person or entity;
- (7) divide into two (2) or more limited liability companies; or
- (8) engage in any similar business transaction.

(e) Deadlock Resolution.

In the event of a "Deadlock" (as defined below) among the Managers (if there shall be more than one) or the Members (pertaining to a decision on which they are eligible to vote), the Managers or the Members, whichever the case may be, shall exercise their best efforts to resolve such Deadlock through negotiation. For purposes of this Deadlock Resolution provision, "Deadlock" shall mean that, following a good faith effort at negotiation, the Managers or the Members, whichever the case may be, remain deadlocked in the determination of a material matter, the Managers or the Members, whichever the case may be, remain unable to break the deadlock, and irreparable injury to the Company is threatened or being suffered; or the business and affairs of the Company can no longer be conducted generally because of the deadlock. If the Managers' or the Members', whichever the case may be, best efforts to resolve a Deadlock through negotiation fail, the Managers or the Members, whichever the case may be, shall appoint a "Provisional Manager" or "Provisional Member", whichever the case may be, who shall serve as a neutral tiebreaker until such time as the Deadlock is resolved. The Provisional Manager (or Provisional Member) shall act only for the purpose of breaking any Deadlock and shall not be deemed to be a Manager (or Member) for any other purpose. In the event the Managers or the Members, whichever the case may be, are unable to agree upon who will serve as the Provisional Manager (or Provisional Member), each of the Managers or groups of Managers (or the Members or groups of Members) shall appoint one independent person, and those persons so appointed shall choose the Provisional Manager (or Provisional Member).

**5.02 Non-exclusive Service.** The Manager(s) need not devote services to the Company on a substantially full time basis and need only devote so much time to the Company's activities as the Manager(s) determines to be necessary for the efficient conduct thereof.

**5.03 Substitution, Withdrawal and Appointment of a Manager.**

- (a) **Substitution of a Manager.** In the event of the death or withdrawal of a Manager, such Manager shall be removed from the position of Manager (but not as a Member). In the event that there is only one Manager, action to remove a Manager shall not be effective until a replacement Manager has been elected by the Members.
- (b) **Withdrawal of a Manager.** A Manager may withdraw from the position of Manager upon written notice to the Company. If there is more than one Manager, such withdrawal shall be effective as of the date of the notice. If there is only one Manager, such withdrawal shall not be effective until a replacement Manager has been elected by the Members, which replacement shall be selected within ten (10) days.
- (c) **Appointment of a Manager.** If there is only one (1) Manager, such Manager may appoint a second Manager.

**5.04 Conflicts of Interest.**

- (a) **Other Business Opportunities.** Subject to the other express provisions of this Agreement, the Manager(s) may engage in and possess interests in other business ventures of any and every type and description, independently or with others, except ones in competition with the Company and/or in violation with the non-compete set forth herein, with no obligation to offer to the Company or any Member or Manager the right to participate therein.
- (b) **Interested Transactions.** A contract or transaction between the Company and a Manager or between the Company and another domestic or foreign association in which the Manager has a management role or a financial or other interest, shall not be void or voidable solely for that reason, or solely because said Manager participates in the authorization of the contract or transaction, if:
  - (1) the material facts as to the relationship or interest and as to the transaction are disclosed or known to the other Manager(s) and the contract or transaction is authorized by the other Manager(s); or
  - (2) the contract or transaction is fair to the Company as of the time it is authorized.

**5.05 Limitation of Liability.**

The Manager(s), as such, shall not be liable for the debts, obligations or liabilities of the Company except to the extent required by the Act. A Manager shall not be personally liable, as such, for monetary damages (other than under criminal statutes and under Federal, state and local laws imposing liability on managers for the payment of taxes) for any action taken, or any failure to take any action, unless the Manager's conduct constitutes self-dealing, willful misconduct or recklessness. No amendment or repeal of this Section shall apply to or have any effect on the liability or alleged liability of any person who is or was a Manager of the

Company for or with respect to any acts or omissions of said Manager occurring prior to the effective date of such amendment or repeal. If the Act is amended to permit a Pennsylvania limited liability company to provide greater protection from personal liability for its managers than the express terms of this Section, this Section shall be construed to provide for such greater protection.

5.06 Annual Compensation.

The Manager may be entitled to an annual management fee as compensation for managing the day-to-day affairs of the Company.

**ARTICLE VI – MEMBERS**

6.01 Limited Voting Rights of Members.

Each Member shall only have those limited voting rights as specifically provided for herein. Each Member shall be entitled to cast that number of votes on each action to be taken by vote of the Members as shall equal the Percentage Interest of the Member times 100 (for example, a Member whose Percentage Interest is 35% shall be entitled to cast 35 votes).

6.02 No Action by Members.

A Member, as such, shall not take part in, or interfere in any manner with, the management, conduct or control of the business and affairs of the Company. Except as otherwise provided in the Act, the Certificate or this Agreement, whenever any action is to be taken by vote of the Members, it shall be authorized upon receiving the affirmative vote of a majority of the votes cast by all Members entitled to vote thereon. Recording the fact of abstention does not constitute casting a vote.

6.03 Meetings of Members.

- (a) Quorum. A meeting of the Members shall not be organized for the transaction of business unless a quorum is present. The presence of Members entitled to cast at least a majority of the votes that all Members are entitled to cast on a particular matter to be acted upon at the meeting shall constitute a quorum for the purposes of consideration and action on the matter. The Members present at a duly organized meeting can continue to do business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, the Members present may adjourn the meeting to such time and place as they may determine.
- (b) Location. All meetings of the Members shall be held at the principal place of business of the Company or at such other place within or without the Commonwealth of Pennsylvania as shall be specified or fixed in the notice thereof.

(c) **Adjournment.** The chairman of the meeting or the Members present and entitled to vote shall have the power to adjourn a meeting from time to time, without any notice other than announcement at the meeting of the time and place at which the adjourned meeting will be held.

(d) **Call of Meetings.** A meeting of the Members for any proper purpose or purposes may be called at any time by a Manager or by Members entitled to cast at least fifty (50%) percent of the votes that all Members are entitled to cast at the particular meeting; provided the calling Members/Manager gives notice (subject to Section 6.03(e) hereof) to the Members no more than thirty (30) or less than two (2) business days prior to such meeting. Only business within the purpose or purposes described in the notice of the meeting may be conducted at a meeting of the Members. The notice shall specify the location of the meeting.

(e) **Notices.** Notice of a meeting of Members shall be given to the Members either personally or by sending a copy thereof:

By first class or express mail, postage prepaid, or courier service, charges prepaid, to the postal address of each Member appearing on the books of the Company. Notice pursuant to this paragraph shall be deemed to have been given when deposited in the United States mail or with the courier service.

By facsimile transmission, email or other electronic communication to the facsimile number or address for email or other electronic communications supplied by a Member to the Company for the purpose of notice. Notice pursuant to this paragraph shall be deemed to have been given when sent.

(f) **Waiver of Notice.** A waiver of notice of a meeting signed by a Member entitled to the notice, whether before or after the meeting, shall be deemed equivalent to the giving of the notice. Attendance of a Member at a meeting constitutes a waiver of notice of the meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

#### 6.04 Proxies.

(a) **General Rule.** Every Member entitled to vote at a meeting of the Members or to express consent or dissent without a meeting may authorize another Person to act for the Member by proxy. The presence of, or vote or other action at a meeting of Members by, or the expression of consent or dissent by, a proxy of a Member shall constitute the presence of, or vote or action by, or consent or dissent of the Member.

(b) Minimum Requirements. Every proxy shall be executed by a Member or by the duly authorized attorney-in-fact of the Member and filed with the Manager(s). A telegram, telex, cablegram or other electronic transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as properly executed for purposes of this section if it sets forth a confidential and unique identification number or other mark furnished by the Company to the Member for the purposes of a particular meeting or transaction.

(c) Revocation. 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 Manager. An unrevoked proxy shall not be valid after three (3) years from the date of its execution unless a longer time is expressly provided in the proxy. 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 Manager.

#### 6.05 Conduct of Meetings.

All meetings of the Members shall be presided over by the Manager(s), a Person designated by the Manager(s) or, in the absence of the Manager(s) or a Person designated by the Manager(s), a person chosen by the Members present. The Person presiding at the meeting shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order.

#### 6.06 Action by Consent or Remote Participation.

(a) Action by Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting, without prior notice, and without a vote, upon the consent of Members who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all Members entitled to vote thereon were present and voting. The consents shall be in writing or in electronic form and shall be filed with the Manager(s). An action taken by less than unanimous consent of the Members shall not become effective until after at least ten (10) days' written notice of the action has been given to each Member entitled to vote thereon who has not consented thereto.

(b) Remote Participation. The presence or participation, including voting and taking other action, at a meeting of Members, by conference telephone or other electronic means, including without limitation the Internet, shall constitute the presence of, or vote or action by, the Member.

**6.07 Voting by Joint Holders.**

Where a Membership Interest is held in any form of joint or common ownership by two (2) or more Persons:

*if less than all of those Persons are present in person or by proxy at a meeting of the Members, the entire Membership Interest held in joint or common ownership shall be deemed to be represented at the meeting and the Company shall accept as the vote of that Membership Interest the vote cast by a majority of those Persons present; and*

*if the Persons are equally divided upon whether the Membership Interest held by them shall be voted or upon the manner of voting the Membership Interest, the voting of the Membership Interest shall be divided equally among the Persons without prejudice to the rights of those Persons among themselves.*

**6.08 No Liability of Members.**

The Members, as such, shall not be liable for the debts, obligations or liabilities of the Company except to the extent required by the Act.

**6.09 Member Obligation Regarding Marriage.**

In the event that a Member becomes legally married as recognized by any state in the United States or enters into any similar arrangement, such Member shall: (a) notify the Manager in writing thirty (30) days prior to being married (provided such timeframe is possible); and (b) use his or her best efforts to obtain an executed Spousal Consent and Agreement in the form of Attachment D and provide same to the Company. Each Member acknowledges and understands that if an executed Spousal Consent is not provided to the Company, then in the event of divorce or other similar proceedings such Member shall be deemed to make an Offer to sell all of such Member's Membership Interest in the Company to the Company and the Remaining Member(s), and the Company shall have the opportunity to exercise such option at any time throughout the pendency of such divorce or other proceedings.

**ARTICLE VII – INDEMNIFICATION OF MANAGERS, OFFICERS  
AND OTHER AUTHORIZED REPRESENTATIVES**

7.01\_Indemnification.

- (a) Indemnification of Covered Persons. Except as expressly prohibited by Law, the Company shall indemnify, defend and hold harmless each Covered Person from and against any and all debts, losses, claims, damages, costs, demands, fines, judgments, contracts (implied and expressed, written and unwritten), penalties, obligations, payments, liabilities of every type and nature (whether known or unknown, fixed or contingent), including, without limitation, those arising out of any lawsuit, action or proceeding (whether brought by or on behalf of a party to this Agreement or by any third party), together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, out-of-pocket expenses and other reasonable costs and expenses incurred in investigating, preparing or defending any pending or threatened lawsuit, action or proceeding) incurred in connection with the foregoing (collectively "**Damages**") suffered or sustained by such Covered Person by reason of any act, omission or alleged act or omission by such Covered Person arising out of such Covered Person's activities taken primarily on behalf of the Company, or at the request or with the approval of the Company, or primarily in furtherance of the interests of the Company. Notwithstanding the foregoing, indemnification shall not be available under this Section where the acts, omissions or alleged acts or omissions upon which an actual or threatened action, proceeding or claim is based constituted willful misconduct, recklessness, or a knowing violation of law.
- (b) Indemnification Procedure. The procedure under which indemnification shall be provided under this Section shall be as follows:
- (1) A party seeking indemnification from the Company pursuant to subsection (a) (an "**Indemnified Party**") shall give prompt notice to the Company of the assertion of any claim, including any claim brought by a third party, in respect of which indemnity may be sought (a "**Claim**") and shall give the Company such information with respect thereto as the Company may reasonably request, but no failure to give such notice shall relieve the Company of any liability hereunder except to the extent the Company has suffered actual prejudice thereby.
  - (2) Except as provided in Section 7.01(b)(3), the Company shall have the right, exercisable by written notice (the "**Notice**") to the Indemnified Party (which Notice shall state that the Company expressly agrees that as between the Company and the Indemnified Party, the Company shall be solely obligated to satisfy and discharge the Claim) within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of or assertion of any Claim, to assume the defense of the Claim, using counsel selected by the Company and reasonably acceptable to the Indemnified Party. If the Company fails to give the Indemnified Party the Notice within the stated time period, the Indemnified Party shall have the right to assume control of the defense of the Claim and all Damages in connection therewith shall be reimbursed by the Company upon demand of the Indemnified Party.

(3) The Company shall not have the right to assume the defense of a

Claim:

- (i) seeking an injunction, restraining order, declaratory relief or other non-monetary relief against the Indemnified Party (whether or not the Company is also named as a party), or
  - (ii) if the named parties to the action (including any impleaded parties) include both the Indemnified Party and the Company and the Indemnified Party has been advised by counsel that there are one or more legal or equitable defenses available to the Indemnified Party that are different from those available to the Company.
- (4) A party defending a Claim shall not have the right to compromise or settle any claim for non-monetary relief against any other party without the other party's consent. A party defending a Claim shall not have the right to compromise or settle any claim for monetary relief against any other party without the other party's consent unless the monetary relief is paid in full by the settling party. A party shall not unreasonably withhold or deny his, her or its consent under this subsection, but an Indemnified Party shall not be required to consent to a compromise or settlement of a Claim if in the reasonable judgment of the Indemnified Party the compromise or settlement would have a continuing material adverse effect on the Indemnified Party's business (including any material impairment of its relationships with customers and suppliers).
- (5) If at any time after the Company assumes the defense of a Claim the situation changes such that the Company would not be able to assume the defense of the Claim under subsection (3) if the Claim were newly filed at that time, the Indemnified Party shall have the same rights as if the Company never assumed the defense of the Claim.
- (6) The Company or the Indemnified Party, as the case may be, shall always have the right to participate, at its own expense, in the defense of any Claim that the other is defending.
- (7) Whether or not the Company chooses to defend or prosecute a Claim involving a third party, the Company and the Indemnified Party shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith.
- (c) Right to Advancement of Expenses. Except as expressly prohibited by Law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 7.01(a).

- (d) **Insurance.** The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager shall deem reasonable, on behalf of Covered Persons and such other Persons as the Manager shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Company may enter into indemnity contracts with Covered Persons and such other Persons as the Manager shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 7.01 and containing such other procedures regarding indemnification as are appropriate.
- (e) **Non-Exclusivity of Rights.** The rights conferred on any person by this Section 7.01 shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate, this Agreement, vote of the Manager(s) or the Members or otherwise.
- (f) **Amendment or Repeal.** Any repeal or modification of this Section 7.01 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.
- (g) **Changes in Law.** References in this Section 7.01 to law shall be to such law as it existed on the date this Agreement was executed or as such law thereafter may be changed, except that:
- (1) in the case of any change that limits the indemnification rights or the rights to advancement of expenses that the Company may provide, the rights to indemnification and to the advancement of expenses provided in this Section 7.01 shall continue as theretofore agreed upon to the extent permitted by law; and
  - (2) if the change permits the Company without the requirement of any further action by the Manager to provide broader indemnification rights or rights to the advancement of expenses than the Company was permitted to provide prior to the change, then the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.
- (h) **Applicability.** The provisions of this Section 7.01 shall be applicable to all actions, suits or proceedings commenced after its adoption, whether such arise out of acts or omissions which occurred prior or subsequent to such adoption and shall continue as to a person who has ceased to be a Covered Person, and shall inure to the benefit of the heirs and personal or legal representatives of such person.

## **ARTICLE VIII – BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS**

### **8.01 Maintenance of Books.**

- (a) Financial Records.** The Company shall keep books and records of accounts which shall be maintained on a cash basis, or such other method as is required for Federal income tax purposes, in accordance with the terms of this Agreement, except that the Capital Accounts of the Members shall be maintained in accordance with Section 4.02.
- (b) Company Records.** In addition to the financial records required to be maintained under subsection (a), the Company shall keep the following records:
  - (1)** A list setting forth the full name and last known mailing address of each Member and Manager.
  - (2)** A copy of the Certificate and all amendments thereto.
  - (3)** Copies of all of the Company's Federal, state and local income tax returns and annual financial statements.
  - (4)** Copies of the currently effective written Amended and Restated Operating Agreement, and all amendments thereto, and copies of any operating agreements no longer in effect.
  - (5)** Minutes of the permitted proceedings of the Members, if any.

### **8.02 Reports.**

- (a) In General.** The Manager(s) shall be responsible for the preparation of financial reports of the Company and for the coordination of the financial matters of the Company with the Company's certified public accountants. The financial statements described in subsections (b) and (c) shall be prepared in accordance with accounting principles generally employed when financial records are kept on the cash basis. The Company shall bear the costs of preparing the reports required by subsections (b) and (c).
- (b) Annual Reports.** On or before the ninetieth (90th) day following the end of each fiscal year of the Company, the Manager(s) shall cause each Member to be furnished with any information of the Company necessary to prepare said such Member's state and federal income tax returns.
- (c) Quarterly Reports.** On or before the sixtieth (60th) day following the end of each calendar quarter, the Manager(s) shall cause each Member to be furnished with a balance sheet, an income statement, and a statement of changes in Members' capital of the Company for, or as of the end of, that calendar quarter, which have been prepared internally by the Company.
- (d) Other Reports.** The Manager(s) also may cause to be prepared or delivered such other reports as the Manager(s) may deem appropriate.

## 8.02 Financial Accounts.

The Manager(s) shall establish and maintain one or more separate bank and investment accounts in the Company name with financial institutions and firms as determined by the Manager(s). The Manager(s) may not commingle the Company's funds with the funds of any Member; however, Company funds may be invested in a manner the same as or similar to a Manager's investment of said Manager's own funds or investments.

## ARTICLE IX – DISSOLUTION, LIQUIDATION, AND TERMINATION

### 9.01 Dissolution.

The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following:

- (a) The unanimous vote, consent or agreement of the Manager(s) and all Members; or
- (b) the entry of an order of judicial dissolution of the Company under Section 8871(a)(4) of the Act.

### 9.02 Liquidation and Termination.

(a) **Procedure.** On dissolution of the Company, the Manager(s) shall act as liquidator or may appoint one or more representatives or Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act, so long as such distributions are not deemed as creating a second category of Membership Interest for S Election purposes if an S Election is then in effect. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Manager(s). The steps to be accomplished by the liquidator are as follows:

- (1) as promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;
- (2) the liquidator shall first pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company to its creditors (including, without limitation, all expenses incurred in liquidation and any advances described in Section 4.10) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine), all in accordance with the provisions of the Act as may be applicable;

- (3) after all of the payments required by paragraph (2) have been made, any remaining assets of the Company shall be distributed to the Members as follows, unless any of such distributions would be deemed to create a second category of Membership Interest for S Election purposes or otherwise conflict with the S Election, if an S Election is then in effect:
- (i) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members;
  - (ii) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution;
  - (iii) after completion of the steps in subparagraphs (i) and (ii), the remaining assets shall be distributed to the Members in an amount equal to the credit balance in each of their Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods; and
  - (iv) the remaining assets shall be distributed to the Members in accordance with their respective Percentage Interests.
- (b) **Distributions.** All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses, and liabilities relating to the assets distributed in kind theretofore incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributees pursuant to this Section. The distribution of cash and/or property to a Member in accordance with the provisions of this Section constitutes a complete return to the Member of his, her or its Capital Contributions and a complete distribution to the Member of his, her or its Membership Interest in all the Company's property. To the extent that a Member returns funds to the Company, he, she or it has no claim against any other Member for those funds.

#### 9.03. Deficit Capital Accounts.

Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective Percentage Interests, upon dissolution of the Company such deficit shall not be an asset of the Company and such Members shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

#### 9.04. Certificate of Dissolution and Certificate of Termination.

As part of the winding-up of the Company, the Members may file a Certificate of Dissolution with the Department of State of the Commonwealth of Pennsylvania. On completion of the liquidation of Company assets as provided herein, the Company is terminated, and the Manager(s) (or such other person or persons as the Act may require or permit) shall file a Certificate of Termination with the Department of State of the Commonwealth of Pennsylvania and take such other actions as may be necessary to terminate the existence of the Company.

#### 9.05 Inadvertent Termination.

The Company shall not be dissolved upon the occurrence of an event under Sections 8871 (a)(3) of the Act.

### **ARTICLE X – RESTRICTIVE COVENANTS**

#### 10.01 Proprietary Information and Confidentiality.

- (a) Proprietary Information. “Proprietary Information” is defined for purposes of this Agreement as consisting of, but not limited to: information, materials or records which relate to: (i) the Company’s past, present or future products, services, research, development, improvements, inventions, processes, techniques, designs or other technical data, lists of authorized dealers, distributors or suppliers, client and client prospect information, client and client prospect lists, client and client prospect data bases, employee and employee prospect lists, information, and data bases, costs of providing services, price lists, fee schedules, contract information or other compilations for marketing or development; (ii) administrative, management, financial, sales, marketing or manufacturing activities of the Company or of a third party which provided proprietary information to the Company on a confidential basis. “Client and client prospect information” shall include name, title and position of contact persons, rates, contract terms and conditions, needs, preferences, concerns, corporate personality and other information that is useful in obtaining and maintaining the client’s repeat business and good will All such information, including any materials, software or documents containing such information, even if such information should b determined not entitled to protection as a trade secret of Company, shall be considered by Company as proprietary and confidential.
- (b) Confidentiality. The Members agree to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to the Members before this Agreement is signed or afterward. In addition, the Members shall not

- (i) disclose or disseminate the Proprietary Information to any third party who does not have a legitimate business need to know; (ii) copy, transmit, reproduce, or remove Proprietary Information from the Company's premises without a valid business purpose; or (iii) use Proprietary Information for the benefit of any Member or for the benefit of any third party.
- (c) Ownership of Proprietary Information.
- (1) The Members acknowledge and agree that all Proprietary Information is the property of the Company. Each Member agrees to deliver to the Company all documents and other tangible items containing Proprietary Information immediately upon such time as the Member no longer owns a Membership Interest in the Company; provided, however, such Member may retain copies that are reasonably required to retain for tax purposes, and any copies of records or documents that establish or directly relate to rights, claims or defenses such Member may have with respect to the Company, the Remaining Members and/or third parties.
  - (2) The Members understand and agree that all clients of the Company and client prospects of the Company are and/or will be and remain clients and client prospects of the Company, and all revenue generated by any such clients from services of a type provided by the Company shall inure to the exclusive benefit of the Company. No Member shall have any rights in or to any clients or client prospects of the Company upon such time as he or she no longer owns a Membership Interest in the Company.

## ARTICLE XI – GENERAL PROVISIONS

### 11.01 Notices.

- (a) To the Members. Any notice required to be given to a Member under the provisions of this Agreement or by the Act shall be given either personally or by sending a copy thereof:
  - (1) By first class or express mail, postage prepaid, or courier service, charges prepaid, to the postal address of the Member appearing on the books of the Company. Notice pursuant to this paragraph shall be deemed to have been given to the Member when deposited in the United States mail or with a courier service for delivery to the Member.
  - (2) By facsimile transmission, email or other electronic communication to the Member's facsimile number or address for email or other electronic communications supplied by the Member to the Company for the purpose of notice. Notice pursuant to this paragraph shall be deemed to have been given to the Member when sent.

(b) To the Manager or the Company. Any notice to the Company or the Manager must be given to the Manager at the following address: 1100 Pleasant Drive, Pen Argyl, Pennsylvania 18072, or at such other address provided by the Manager.

#### 11.02 Effect of Waiver or Consent.

A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of his, her or its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of his, her or its rights with respect to that default until the period of the applicable statute of limitations has run.

#### 11.03 Amendment.

This Agreement or the Certificate may be amended from time to time only with the approval of the Manager(s) and by the unanimous vote of the Members at any meeting of the Members.

#### 11.04 Binding Effect and Rights of Third Parties.

This Agreement has been adopted to govern the operation of the Company, and shall be binding on and inure to the benefit of the Members and their respective heirs, personal representatives, successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person, except a Person entitled to indemnification, contribution or advancement of expenses under Article VII. Except and only to the extent provided by applicable statute no such creditor or other Person shall have any rights under this Agreement.

#### 11.05 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania (including, without limitation, provisions concerning limitations of actions), without reference to the conflicts of laws rules of that or any other jurisdiction, except that Federal laws shall also apply to the extent relevant.

#### 11.06 Severability.

If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law.

#### 11.07 Arbitration.

Except for actions for specific performance or injunctive relief or as otherwise provided in this Agreement, the parties hereto shall have the right to demand that any controversy or claim arising out of or related to this Agreement, or any documents or instruments executed pursuant to its provisions, or the breach thereof, shall be settled by arbitration utilizing a single arbitrator in accordance with the then current rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator shall be final, binding and may be entered in any court having jurisdiction thereof. The parties hereby consent to the holding of arbitration in Lehigh or Northampton County, Pennsylvania, and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should the chosen court of the Commonwealth of Pennsylvania for any reason lack jurisdiction, any court with jurisdiction shall enforce this provision and enter judgment on any award.

#### 11.08 Expenses.

Any Member who breaches this Agreement or fails to honor the commitments contained herein will be liable for all expenses, including costs and reasonable attorneys' fees and accountants' fees, incurred by the Company, the Manager or any other Member(s) to enforce this Agreement regardless of the outcome of the matter.

#### 11.09 Execution in counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

#### 11.10 Entire Agreement.

This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

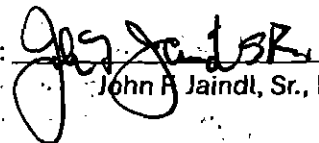
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**COMPANY:**

**Champagne Limousine Service LLC,**  
a Pennsylvania limited liability company

By:   
Matthew Dietz, Manager

**MEMBERS:**

By:   
John A. Jaendt, Sr., Member

**Mad Dog Global LLC**  
a Pennsylvania limited liability company

By:   
Matthew Dietz, President

Attachment A

**MEMBERS AND OWNERSHIP**

Member	Percentage Interest	Initial Capital Contribution
Mad Dog Global LLC	50%	\$25,000.00
John F. Jaindel, Sr.	50%	\$25,000.00
TOTAL	100%	\$50,000.00

Attachment B

**PROMISSORY NOTE**

\$100,000.00

September 1, 2025

FOR VALUE RECEIVED, the undersigned ("**Maker**") promises to pay to the order of John Jandl, ("**Holder**"), at such other place as Holder may from time to time designate, the principal sum of One Hundred Thousand Dollars (\$100,000.00) (the "**Loan**"), together with interest on the unpaid principal balance outstanding from time to time, all as hereinafter set forth. Payments of both principal and interest shall be paid in lawful money of the United States of America which shall be legal tender in payment of all debts and dues.

The following terms shall apply to this Promissory Note:

1. **Interest.** Interest on the outstanding principal balance of the Loan shall accrue at the fixed rate of 4.25 percent (.425%) per annum, which represents the minimum rate necessary to avoid the imputation of interest or original issue discount under the Internal Revenue Code. Interest shall be computed on the actual number of days outstanding based on a three hundred sixty (360) day year and accrued interest shall be payable on the Maturity Date, as hereinafter defined.
2. **Loan Term.** If not sooner paid, the entire outstanding principal balance of the Loan, all accrued and unpaid interest and any other payment due hereunder shall be due and payable in five (5) consecutive equal annual installments of principal and interest in the amount of \$24,000.00 each, beginning on September 1<sup>st</sup>, 2026 and continuing on the same date in each and every year thereafter until 2030, (the "**Maturity Date**") when the entire unpaid balance plus all accrued and unpaid interest shall be due and payable in full. All parties to this note, whether maker, endorser, or guarantor, agree that the maturity of this Promissory Note, or any payment due hereunder, may be extended at any time or from time to time without releasing, discharging, or affecting the liability of such party.
3. **Payment of Principal and Interest.** All payments hereunder, in Holder's Sole discretion, may be applied first to the payment of accrued and unpaid interest and the balance to the payment of principal.
4. **Prepayment.** This Promissory Note may be prepaid in whole or in part any time without premium or penalty, provided, however, that each such prepayment shall be accompanied by payment of all unpaid penalties and premiums, if any, which are due plus all accrued and unpaid interest due as of the date of such prepayment. All partial prepayments of principal shall be applied to any principal installment payments in the inverse order of their maturity.

5. **Event of Default; Acceleration.** If any payment due hereunder is not paid within ten (10) days after the date due, then Holder, in Holder's sole discretion and without notice or demand, may declare the entire unpaid principal balance plus accrued interest and all other sums due hereunder immediately due and payable. Failure by Holder to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.
6. **Costs and Expenses; Waiver by Maker.** Maker shall pay to Holder and reimburse Holder for any and all costs and expenses, including attorney's fees and court costs, if any, incurred by Holder in connection with the enforcement or collection hereof; both before and after the commencement of any action to enforce or collect this promissory Note, but whether or not any such action is commenced by Holder. Maker waives presentment, protest and demand, notice of protest, notice of dishonor and nonpayment of this Promissory Note and expressly agrees that this Promissory Note or any payment hereunder may be extended from time to time without in any way affecting the liability of any Maker hereunder. Promissory Note and expressly agrees that this Promissory Note or any payment hereunder may be extended from time to time without in any way affecting the liability of any Maker hereunder. that this Promissory Note or any payment hereunder may be extended from time to time without in any way affecting the liability of any Maker hereunder.
7. **Cumulative Remedies; No Waiver by Holder.** The rights and remedies of Holder hereunder shall be cumulative and concurrent and may be pursued singularly, successively or together at the sole discretion of Holder, and may be exercised as often as occasion therefor shall occur, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same or any other right or remedy.
8. **Evidence of Indebtedness.** This Promissory Note is given and accepted as evidence of indebtedness only, and not in payment or satisfaction of any indebtedness or obligation.
9. **Headings.** The headings used in Promissory Note are for convenience only and are not to be interpreted as a part of this Promissory Note.

Attachment C

**JOINDER**

THIS INSTRUMENT forms part of that certain Operating Agreement effective as of the 1<sup>st</sup> day of September, 2025, as amended, from time to time (the "**Agreement**"), among Champagne Limousine Service LLC (the "**Company**") and the Members of the Company (as such term "**Members**" is defined and used in the Agreement), which Agreement permits execution by counterpart. The undersigned hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that the terms and conditions of the Agreement shall be binding upon the undersigned as a Member of the Company and such terms and conditions shall inure to the benefit of and be binding upon the undersigned and his/her applicable heirs, personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 1<sup>st</sup> day of September 2025.

Print Name:

Address:

Attachment D

**SPOUSAL CONSENT AND AGREEMENT**

THIS INSTRUMENT forms part of that certain Operating Agreement effective as of the 1<sup>st</sup> day of September, 2025, as amended, from time to time (the "Agreement"), among Champagne Limousine Service LLC, (the "Company") and the Members of the Company (as such term "Members" is defined and used in the Agreement).

The undersigned hereby acknowledges that:

- (a) he/she is the spouse of a Member who signed the Agreement;
- (b) he/she has received a copy of the said Agreement and has read the Agreement in its entirety;
- (c) the value of his/her spouse's Membership Interest in the Company has been disclosed to the undersigned in accordance with the Agreement;
- (d) good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, he/she agrees that: (i) the terms and conditions of the Agreement shall be binding upon the undersigned; and (ii) he/she waives any right to ownership of his/her spouse's Membership Interest in the Company in the event of divorce proceedings between the parties, i.e., any claim to receive an in kind distribution of any of his/her spouse's Membership Interest in the Company, but not the right, if applicable, to include the value of such Membership Interest in the marital estate; and
- (e) he/she has had the opportunity to consult with an independent attorney of his/her choice and has [consulted with said attorney] or [chosen not to].

IN WITNESS WHEREOF, the undersigned has executed this instrument this 1<sup>st</sup> day of September 2025.

**SPOUSE**

Print Name: \_\_\_\_\_

**MEMBER**

Print Name: \_\_\_\_\_

Attachment E

**STIPULATED FAIR MARKET VALUE OF THE COMPANY**


As of September 15, 2025, the undersigned Manager(s) of Champagne Limousine Service LLC, a Pennsylvania limited liability company (the "Company"), which represents all of the then existing Managers of the Company, expressly agree and acknowledge for good and valuable consideration, that the Stipulated Fair Market Value is \$300,000.00 based on per percent of Membership Interest in the Company.

MANAGER(S)




Matthew Dietz

RCVD PUC SEC BUR  
OCT 1 2025 AM 10:43

 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

001252.693415.17631.29146 1 MB 0.672 532



  
CHAMPAGNE LIMOUSINE SERVICE LLC  
MATTHEW DIETZ MBR  
1100 PLEASANT DR  
PEN ARGYL PA 18072

Date of this notice: 08-11-2025

Employer Identification Number: 39-3573047  
RCVD PUC SEC BUR  
OCT 1 2025 AM 10:43

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

~~WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER~~

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-3573047. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, [www.irs.gov/einnotrequested](http://www.irs.gov/einnotrequested).

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

001252



## EIN Assistant

Your Progress:

1. Identity

2. Authentication

3. Application

4. Review

5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**

EIN Assigned: **39-3573047**

Legal Name: **CHAMPAGNE LIMOUSINE SERVICE LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

### Help Topics

**?** [Can the EIN be used before the confirmation letter is received?](#)



0014693409



**COMMONWEALTH OF PENNSYLVANIA**  
 Department of State  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722  
 Harrisburg, Pennsylvania 17105-8722  
**CERTIFICATE OF ORGANIZATION -  
 LIMITED LIABILITY COMPANY**  
 Fee: \$125

Pennsylvania Department of State

**-FILED-**

File #: 0014693409

Date Filed: 8/4/2025

B0907-3100 08/04/2025 2:03 PM Received by Pennsylvania Department of State

**DSCB:15-8821 (rev. 2/2017)**

In compliance with the requirements of 15 Pa.C.S. § 8821 relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

## Limited Liability Company Type

Filing type

Domestic Limited Liability Company

Limited liability company subtype

Limited Liability Company

## Limited Liability Company Name

Entity name

Champagne Limousine Service LLC

## Supporting Documents

Name Consent Upload

Consent to Appropriation of Name - Champagne Limousine Service LLC EXECUTED.pdf

## Effective Date

The filing shall be effective when filed with the Department of State

## Registered Office

The address of this limited liability company's proposed registered office in this Commonwealth is

NORTHAMPTON

1100 PLEASANT DR

PEN ARGYL, PA 18072-1371

## Organizers

Name of individual or organization	Address
Matthew Dietz	1100 PLEASANT DR PEN ARGYL, PA 18072-1371

## Additional provisions, if any

Additional provisions

Ex. A - Champagne Limousine Service LLC.pdf

 I qualify for a veteran/reservist-owned small business fee exemption (see help)

## Electronic Signature

IN TESTIMONY WHEREOF, the organizer(s) has (have) executed this Certificate of Organization.

Matthew Dietz

08/04/2025

Matthew Dietz

Date

**EXHIBIT A**

**CERTIFICATE OF ORGANIZATION**

**CHAMPAGNE LIMOUSINE SERVICE LLC**

7. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be organized under the Pennsylvania Uniform Limited Liability Company Act of 2016, the Entity Transaction Law, and any other successor statutes, and exercising all powers, rights and privileges and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

CERTIFICATE NO:  
DOCKET #

LIMOUSINE: PA PUC NO:

## **CHAMPAGNE LIMOUSINE SERVICE, LLC**

**Tariff Naming Rates, and Rules and Regulations Governing the  
Transportation of Persons in Limousine Service Between Points in Pennsylvania**

*To transport, as a common carrier, by motor vehicle, persons in Limousine service, from points in the counties of Northampton, Lehigh, Monroe, and Cabon, to points in Pennsylvania, and return.*

Issued: September 15, 2025

Effective: December 01, 2025

Issued Under authority of 52 PA Code Section 23.42

**SUBMITTED BY:**  
Matthew Dietz / Owner - Manager  
1100 Pleasant Dr  
Pen Argyl, PA 18072  
610-863-5994

## RULES & REGULATIONS

1. Advance reservations are required and must be made 24 hours prior to service being rendered.
2. Hourly rates commence at the time the vehicle arrives at the first pick up point of the client and shall conclude at the last drop-off point of the client.
3. Additional expenses necessitated by or incurred at the request of the passengers, including but not limited to, highway tolls, bridge tolls, entrance fees and parking, shall be added to the charge of the trip. Expenses for driver's lodging and meals while on trips out of town which are in excess of ten (10) hours will be added to the basic charge.
4. Trips on the following Holidays are subject to Additional fees as listed in RATES:
  - New Year's Eve and New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day and Black Friday (Day after Thanksgiving)
  - Christmas Eve and Christmas Day
5. Gratuity: A gratuity of 20% shall be added to all the carriers' charges.
6. Promotional Fares / Discounts: Upon presentation of an advertised coupon or other special promotional offer, carrier will offer rates at a specified discount from the published tariff rates on the dates authorized by the coupon or offer. Advertised coupons or other special offers will be filed with the PA Public Utility Commission prior to publication or broadcast in one or more of the following: local newspapers, radio and television advertising, flyers, postcards, or other printed media, and the Internet.
7. Deposit: All reservations require a deposit of not more than 20% of the quoted charter price.
  - a. Deposits are subject to forfeiture of not more than 50% of the deposit if the charter is cancelled by the customer more than 15 but less than 30 days prior to the date the transportation was to depart.
  - b. Deposits are subject to forfeiture of not more than the total amount of the deposit if the cancellation occurs within 15 days prior to the date the transportation was to depart.

## SCHEDULE OF RATES

**Reservations:** Any Reservation made less than five (5) hours before travel time will be charged an additional \$25.00 fee.

**Hourly Rates:** – Prices are based on a 3 - 5-hour minimum service and are subject to change. Prices are exclusive of tax and driver gratuity (travel charges May apply) Deposits are not refundable. Additional time will be charged in thirty (30) minutes / half hour increments, or any fraction thereof, at the following rates:

**Standard Hours: 8:00 AM to 6:00 PM**

Luxury Sedan:	\$140/Hour
Additional 30 Minutes, or any fraction thereof:	\$70.00/Half Hour
Luxury SUV:	\$150.00/Hour
Additional 30 Minutes, or any fraction thereof:	\$75.00/Half Hour

**Evening Hours: 6:00 PM to 8:00 AM**

Luxury Sedan:	\$150.00/Hour
Additional 30 Minutes, or any fraction thereof:	\$75.00/Half Hour
Luxury SUV:	\$160.00/Hour
Additional 30 Minutes, or any fraction thereof:	\$80.00/Half Hour

**Weekend Hours: Saturday 12:01 AM to Monday 7:59 AM**

Luxury Sedan:	\$150.00/Hour
Additional 30 Minutes, or any fraction thereof:	\$75.00/Half Hour
Luxury SUV:	\$160.00/Hour
Additional 30 Minutes, or any fraction thereof:	\$80.00/Half Hour

**Holidays – 12:01 AM TO 11:59 PM**

Luxury Sedan:	\$160.00/Hour
Additional 30 Minutes, or any fraction thereof:	\$80.00/Half Hour
Luxury SUV:	\$180.00/Hour
Additional 30 Minutes, or any fraction thereof:	\$90.00/Half Hour

**Wedding / Prom / Special Event Packages:** The required gratuity of 20%, is not included in these packages.

Six hour package Luxury Sedan:	\$500.00
Additional 30 Minutes, or any fraction thereof:	\$50.00/Half Hour
Six hour package Luxury SUV:	\$550.00
Additional 30 Minutes, or any fraction thereof:	\$55.00/Half Hour

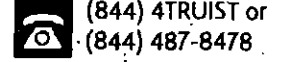
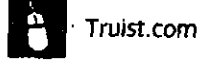


718-80-01-00 20231 0 C 001 30 50 004  
CHAMPAGNE LIMOUSINE SERVICE LLC  
110 PHEASANT DR  
PEN ARGYL PA 18072

## Your account statement

For 08/29/2025

## Contact us



### ■ TRUIST SIMPLE BUSINESS CHECKING [REDACTED]

#### Account summary

Your previous balance as of 08/19/2025	\$0.00
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 100,000.00
Your new balance as of 08/29/2025	= \$100,000.00

#### Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
08/20	DEPOSIT	25,000.00
08/26	DEPOSIT	75,000.00
Total deposits, credits and interest		= \$100,000.00