

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

M. BURR KEIM COMPANY
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Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 4 Page(s)



Fee: \$125

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

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
Salvatore Services, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
1641 5th Avenue	Pittsburgh	PA	15219	Allegheny

(b) Name of Commercial Registered Office Provider
c/o: _____ County _____

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):

Name	Address
Eric Davis, Elliott & Davis, PC	425 First Avenue Pittsburgh, PA, 15219

2010 JUL 23 PM 4:36
PA. DEPT. OF STATE

~~4. Strike out if inapplicable term.
A member's interest in the company is to be evidenced by a certificate of membership interest.~~

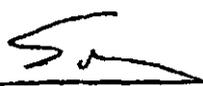
~~5. Strike out if inapplicable:
Management of the company is vested in a manager or managers.~~

~~6. The specified effective date, if any is: _____
month date year hour, if any~~

~~7. Strike out if inapplicable. The company is a restricted professional company organized to render the following
restricted professional service(s):~~

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)
signed this Certificate of Organization this
23rd day of July, 2010.



Signature

Signature

Signature

RE: Salvatore Services, LLC

Line 8. Attached Page:

The name and address of the initial member of the limited liability company is as follows:

Salvatore A. Williams
1620 Forbes Avenue
Pittsburgh, PA 15219

**OPERATING AGREEMENT
OF
SALVATORE SERVICES, LLC**

A PENNSYLVANIA LIMITED LIABILITY COMPANY

This Operating Agreement (the "Agreement") of Salvatore Services, LLC, a Pennsylvania limited liability company, is entered into by and between Salvatore Services, LLC and Salvatore A. Williams, sole member (the "Member").

Article 1. Formation of Company

§ 1.1. Name

The name of the limited liability company (the "Company") is "Salvatore Services, LLC."

§ 1.2. Formation

The Company was formed on July 23, 2010, pursuant to Limited Liability Company Law of 1994 (the "Act") when its Articles of Organization ("Articles") were filed with the office of the Secretary of State.

§ 1.3. Principal Place of Business

The Company's principal place of business is 1641 5th Avenue, Pittsburgh, PA 15219.

§ 1.4. Defects as to Formalities

A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on the Member for the liabilities of the Company.

Article 2. Business of Company

The business of the Company shall be to carry on any lawful business or activity which may be conducted by a limited liability company organized under the Act.

Article 3. Member, Capital Contribution, and Management

§ 3.1. Name and Address of Member

The Member's name and address is Salvatore A. Williams, 1620 Forbes Avenue, Pittsburgh, PA 15219.

§ 3.2. Capital Contribution

The Member has made a Capital Contribution of \$1,500.

No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided in this Agreement. The Member may, at the Member's sole discretion, make additional contributions, but, notwithstanding anything to the contrary in this Agreement, the Member shall have no obligation to do so.

§ 3.3. Management

The Company shall be managed by the Member, who may unilaterally act on behalf of the Company with or without a meeting and regardless of any financial interest the Member may have in such action. All decisions concerning the business affairs of the Company shall be made by the Member, and the affirmative consent (regardless of whether it is written, oral, or by course of conduct) of the Member shall constitute the consent of all of the members of the Company for purposes of the Act, the Articles and this Agreement. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imparting personal liability on the Member for liabilities of the Company.

§ 3.4. Management Rights

Subject to the Act, the Articles and this Agreement, the Member shall have authority to do every act consistent with the law. Actions by the Member shall bind the Company regardless of whether such action is for the purpose of apparently carrying on the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Section. No person shall have any duty or obligation to inquire into the authority or power of the Member regarding the Member's actions on behalf of the Company.

§ 3.5. Member Liability and Indemnification

Except as otherwise provided by law, the Articles or this Agreement, a member shall have no personal liability, merely as a member, for any liabilities or losses of the Company beyond the member's contributions. The Company shall indemnify the Member for all costs, losses, liabilities, and damages paid or accrued by such Member in connection with the business of the Company, or because the Member is a member, and shall advance expenses incurred by the Member in connection with the business of the Company, or in any legal action arising from action taken by the Member in connection with the business of the Company, all to the fullest extent provided or allowed by the laws of Pennsylvania. The Member may, in its sole discretion, also indemnify any or all employees or agents of the Company for all costs, losses, liabilities and damages paid or accrued by the agent or employee in connection with the business of the Company to the fullest extent provided or allowed by the laws of Pennsylvania.

§ 3.6. Compensation

The Member shall be reimbursed for all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation for time spent managing the Company, in an amount to be determined from time to time by the Member.

§ 3.7. Duty of Loyalty

The Member may have and engage in business and investment interests and activities other than the Company, and need not account to the Company for profits or remuneration gained thereby. The Member may enter into transactions considered to be competitive with or similar to those of the Company, or a business opportunity beneficial to the Company, and the Company waives any right or claim to participate therein. The Member has no duty to account to the Company or to hold as trustee for the Company any property, profit or benefit derived by the Member in the formation, conduct or winding-up of the Company or from the use or appropriation of any Company property.

§ 3.8. Other Self Interest

The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interests. The Member may lend money to and transact other business with the Company, and the rights and obligations of the Member in such transactions shall be the same as those of a person who is not a member. No transactions with the Company shall be voidable

solely because the Member has a direct or indirect interest in the transaction.

§ 3.9. Duty of Care

(a) In discharging the Member's duties to the Company, the Member shall refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of any law or regulation.

(b) In discharging the Member's duties to the Company, the Member shall be fully protected to the extent that the Member relies in good faith on the records of the Company maintained by the Member as required under the Act and this Agreement and upon such information, opinions, reports, or statements by any of the Company's agents, or by any other person, as to matters that the Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

§ 3.10. Books and Accounts

(a) The Member shall cause the books and accounts of the Company to be kept in accordance with generally accepted accounting principles. The books and supporting records of the Company will be maintained at the Company's principal office.

(b) All the Company's funds shall be deposited in its name in an account in whatever bank or banks the Member may determine from time to time.

Article 4. Taxes

§ 4.1. Elections

The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time ("Code") or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company. It is the intent of the Member and the Company that the Company is to be disregarded as an entity separate from the Member for purposes of the Code.

§ 4.2. Taxes of Taxing Jurisdictions

To the extent that the laws of any taxing jurisdiction require, the Member will prepare and the Member will execute and submit an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to

the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income, if such agreement is required by the taxing jurisdiction. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of the Member shall be treated as a distribution for purposes of Article 5.

Article 5. Distributions

The Company may make distributions at such times and in such amounts as determined by the Member. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

Article 6. Disposition of Membership Interest and Admission of Assignees and Additional Members

§ 6.1. Disposition

The Member's membership interest is transferable either voluntarily or by operation of law. The Member may dispose of all or a portion of the Member's membership interest. Upon the disposition of a portion of the Member's membership interest, the transferee shall be admitted as a substitute member as to the transferred interest upon the completion of the transfer without further action. Upon the transfer of the Member's entire membership interest (other than a temporary transfer or transfer as a pledge or security interest), the Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.

§ 6.2. Admission of Additional Members

The Member may, in the Member's sole discretion, admit additional members and determine the capital contributions of such additional members.

Article 7. Dissolution and Winding Up

§ 7.1. Dissolution

The Company shall be dissolved and its affairs wound up, upon the will of the Member, or at such time as the Company has no members. Notwithstanding any

provision of the Act to the contrary, and except as otherwise provided in the immediately preceding sentence, the Company shall continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member or any other event that terminates the continued membership of the Member.

§ 7.2. Effect of Dissolution

Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the certificate of dissolution has been issued by the Secretary of State.

§ 7.3. Distribution of Assets on Dissolution

Upon the winding up of the Company, the company's assets shall be distributed as follows:

- (a) to creditors, including the Member if he is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and
- (b) to the Member.

Such distributions shall be in cash, property other than cash, or partly in both, as determined by the Member.

§ 7.4. Winding Up and Articles of Dissolution

The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the limited liability company have been distributed to the Member. Upon the completion of winding up of the Company, the Member or other person designated by the Member shall deliver articles of dissolution to the Secretary of State for filing. The articles of dissolution shall set forth the information required by the Act.

Article 8. Miscellaneous Provisions

§ 8.1. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of Pennsylvania.

§ 8.2. Amendments

This Agreement may be amended or modified from time to time only by a written instrument adopted by the Member and the Company and executed by the Member and the Company.

§ 8.3. Entire Agreement

This Agreement represents the entire agreement between the Member and the Company.

§ 8.4. Rights of Creditors and Third Parties Under Operating Agreement

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

Effective as of this 14 day of Dec, 2010.

COMPANY:
Salvatore Services, LLC

By: Salvatore Williams
Salvatore A. Williams, Member