

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

Lancaster

County

Lancaster County Prothonotary E-Filed - 8 Apr 2025 10:33:11 PM

Case Number: CI 25-02610

For Prothonotary Use Only:

Docket No:

25-02610

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- ☒ Complaint
 ☐ Writ of Summons
 ☐ Petition
 ☐ Transfer from Another Jurisdiction
 ☐ Declaration of Taking

Lead Plaintiff's Name:
The Orsini Group, LLC

Lead Defendant's Name:
Cedric Barberet

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limits
(check one)

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Matthew A. Glazer

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☒ Other: Conversion

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other
☐ Employment Dispute: Discrimination
☐ Employment Dispute: Other
☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other
☐ Zoning Board
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
☐ Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA

THE ORSINI GROUP, LLC,
BENJAMIN T. FRANK,
and AMALFI PROPERTIES LP

vs.

No. CI- **25 - 02610**

CEDRIC BARBERET

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lancaster Bar Association
Lawyer Referral Service
28 East Orange Street
Lancaster, PA 17602

Telephone: 717-393-0737

pd 4/9/25 Amg \$180.50 Receipt 193368 Order 025007194

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Attorneys for Plaintiffs The Orsini Group, LLC, Benjamin T. Frank, and Amalfi Properties LP

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA

THE ORSINI GROUP, LLC, BENJAMIN T.
FRANK, and AMALFI PROPERTIES LP,

Plaintiffs,

v.

CEDRIC BARBERET,

Defendant.

TRIAL DIVISION – CIVIL

CIVIL ACTION
NO.: **25 - 02610**

COMPLAINT

Plaintiffs, The Orsini Group, LLC (the “Company” or “Orsini”), Benjamin T. Frank, and Amalfi Properties LP (“Amalfi”) (collectively, “Plaintiffs”), by and through undersigned counsel, bring this Complaint against Cedric Barberet. Cedric Barberet, an accomplished French pastry chef, was engaged by Plaintiffs to oversee a Bakery and Bistro more than a decade ago. When a series of financial improprieties and irregularities arose, Mr. Barbaret refused to cooperate or provide information to Orsini despite repeated requests. Mr. Barberet used Orsini as his personal piggy bank, misappropriating Orsini funds for a wide-range of endeavors culminating with his using Orsini resources—including staff and supplies—to start another bakery stand just blocks

away from the Bakery and Bistro, selling identical items, and funneling those proceeds into his own pockets. Hundreds of thousands of dollars remain unaccounted for or are otherwise missing. Mr. Barberet gave the members of Orsini no choice but to expel Mr. Barberet from Orsini and terminate his involvement with the Bakery and Bistro. Once his scheme came to light, Mr. Barberet started to delete emails and change passwords in an effort thwart Orsini operations. This case is about his financial misconduct and the resulting harm it caused to Orsini and its employees.

THE PARTIES

1. Plaintiff The Orsini Group, LLC is a limited liability company organized under the laws of the Commonwealth of Pennsylvania that maintains its registered office at 26 East King Street, Lancaster, Pennsylvania 17602.

2. Plaintiff Benjamin T. Frank is an individual who resides at 107 Creekgate Court, Millersville, Pennsylvania 17551 and Member and Manager of Orsini.

3. Plaintiff Amalfi Properties LP is a limited partnership organized under the laws of the Commonwealth of Pennsylvania that maintains its registered office at 26 East King Street, Lancaster, Pennsylvania 17602.

4. Defendant Cedric Barberet is an individual who resides 517 Prince George Dr. Lancaster, Pennsylvania 17601.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to 42 Pa. C.S.A. § 931.

6. Pursuant to Pennsylvania Rule of Civil Procedure 1006, venue is proper because Orsini regularly conducts business in Lancaster County, Mr. Barberet may be served in Lancaster County, and transactions and occurrences that gave rise to Plaintiffs causes of action occurred in Lancaster County.

FACTS

A. The Parties' Agreement to Open the Bakery and Bistro

7. In 2014, Plaintiffs agreed to provide Mr. Barberet capital and space in their Lancaster property to start the Bakery and Bistro Business. Mr. Barberet could not afford a capital contribution. To that end, Amalfi loaned Mr. Barberet his capital contribution. Plaintiffs obtained an additional loan to assist Mr. Barberet establish the Bakery and Bistro.

8. On April 1, 2014, Plaintiffs and Mr. Barberet executed the Operating Agreement of The Orsini Group, LLC (the "Operating Agreement")¹ to govern the affairs of Orsini and the rights and obligations of members of Orsini. Orsini does business as the Bakery and Bistro under a fictitious name.

9. Orsini is a manager-managed LLC. The Operating Agreement appointed Plaintiff Benjamin T. Frank and two of Mr. Frank's family members as Orsini's Managers (the "Managers"). *See* Operating Agreement, § 6.2(a); *see also id.* Art. 1 (definition of "Initial Members").

10. The Franks received 100% of the Class F Member Units in Orsini (the "Class F Members"). Class F Members were entitled to vote on all matters presented to members of Orsini for approval. *See id.*, Art. 1 (definition of "Class F Units").

11. Mr. Barberet and Amalfi became Class B Members in Orsini (the "Class B Members"). Under the Operating Agreement, Class B Members had no voting rights "unless the right to vote is expressly granted by the Managers." *Id.*, Art. 1 (definition of "Class B Units"). The Class F Members and Class B Members are collectively referred to as the "Members."

¹ A true and correct copy of the Operating Agreement is attached hereto as **Exhibit A**.

12. The Operating Agreement delegated Mr. Barberet “general, day-to-day management and supervisory control of the operation of the Bistro and Bakery.” *Id.*, Art. 1 (definition of “Membership Interest”). As a practical matter, Mr. Barberet operated the Bakery and Bistro and took responsibility for its affairs, including, but not limited to, overseeing service and sales, managing staff, maintaining books and records, paying expenses, and managing payroll.

13. Mr. Barberet promised that:

During the term of this [Operating] Agreement . . . Cedric agrees that without Board approval Cedric, will not, directly or indirectly, within the County of Lancaster, Pennsylvanian[sic], and its adjacent Counties, Dauphin, Lebanon, Berks, and Chester, Pennsylvania (the “Restricted Area”), be engaged directly or indirectly in any form or manner with (i) any restaurant business of any type, and/or (ii) any business “in competition with the Business of the Company”. For purposes of clarity and the avoidance of doubt, for purposes of this Section 11.2(a), a business “in competition with the Business of the Company” if the business, whether or not a “bistro” or a “bakery” or a “caterer”, offers any similar services, products, goods, entertainment, menu, or other items similar to any such items then or previously offered by the Company in the Company’s Business

Operating Agreement, § 11.2(a).

14. Mr. Barberet also owed fiduciary duties to Orsini, the Managers, and the Members. Specifically, Mr. Barberet “agree[d] to (and to the extent relevant, to cause [Mr. Barberet’s wife] Estelle Barbaret) to devote his and her best efforts and full-time business attention to the development, operation and success of the Bistro Business and the Bakery solely for the benefit of the Company and the Members.” Operating Agreement, § 6.7(a).

15. In exchange for his undivided loyalty, time, and commitment to the Bakery and Bistro, Mr. Barberet and his wife each received monthly salary of \$6,250 through 2015 and \$4,500 per month after that. *See* Operating Agreement, Schedule 3.1, § II(A).

16. Mr. Barberet received 100% of the net profits from the Bakery and Bistro. *See* Operating Agreement, Schedule 3.1, § III(A).

17. The Operating Agreement provided that “[u]pon recommendation of the Managers, Members holding a Majority Interest [*i.e.*, more than 50%] may (by consent or by vote) expel a Member from the Company.” Operating Agreement, § 7.7(a). Members holding a Majority Interest could expel Mr. Barberet with or without cause. Section 7.7(b) defined “cause,” with respect to Mr. Barberet, as:

(i) breach of the provisions of this Agreement not cured by Cedric within such reasonable time as may be specified by the Managers in those situations where such an event can be cured and a reasonable amount of time to cure is warranted; (ii) failure to submit to the Managers by December 1 of each year a reasonably acceptable Operating Budget and if requested by the Managers, a Management Plan, for the following year (provided, however, that submission of any such plan shall not be construed to be an approval thereof); (iii) commission of any act, on or off the premises, which could reasonably be construed to be a violation of a law, other than minor traffic violations, including actions constituting sexual harassment (if complaint were made); and (iv) the repeated occurrence after notice of conduct on the premises that in the opinion of a reasonable man would constitute an act that is or could be materially harmful to the Bistro and Bakery Business.

Operating Agreement, § 7.7(b).

B. Mr. Barberet’s Financial Misappropriation, Falsifying of Orsini Books and Records, and Theft of Orsini Resources to Establish His Bakery Stand

1. Plaintiffs Discover Mr. Barberet’s Financial Misconduct

18. Mr. Barberet used Orsini cash and accounts that he controlled as a personal slush fund, transferring thousands of dollars to himself for numerous personal business ventures. When Plaintiffs confronted Mr. Barberet about this financial impropriety, Mr. Barberet offered baseless excuses that in no way justified his misappropriation of Orsini funds.

(a) Mr. Barberet’s Theft of Orsini’s Cash Sales

19. Beginning in 2019, Mr. Barberet began diverting significant amounts of cash received from Bakery and Bistro sales into his own pocket. Mr. Barberet used these funds, which belonged to Orsini, to fund his lifestyle and personal business ventures.

20. The Bakery and Bistro does hundreds of thousands of dollars in cash sales per year. Since 2019, however, the amount of cash deposited into Orsini accounts has paled in comparison to the volume of the Bakery and Bistro's cash transactions. For example, in 2024, the Bakery and Bistro conducted more than \$150,000 in cash sales, yet \$4,100 in cash was deposited into Orsini accounts. In 2022, ***no cash*** was deposited into Orsini accounts, despite Orsini conducting nearly \$200,000 in cash sales. Zero cash has been deposited into Orsini accounts from cash sales in 2025.

21. Upon information and belief, rather than deposit cash from Bakery and Bistro sales into Orsini accounts, Mr. Barberet stole the cash for himself, treating Orsini like his personal piggy bank.

22. Upon information and belief, Mr. Barberet has misappropriated in excess of \$200,000 in cash from Orsini.

(b) Mr. Barberet Cuts Orsini Checks to Himself and Pockets the Money.

23. Beginning in or around 2016, Mr. Barberet began writing Orsini checks to himself in small increments separate and apart from any income, benefits, or remuneration he received from Orsini.

24. Mr. Barberet issued himself and cashed at least 300 checks in \$500 increments and numerous other checks in amounts ranging from \$250 to \$2,000.

25. When confronted about this practice, Mr. Barberet claimed that the checks were so he could replenish petty cash paid to employees as cash tips. But Bakery and Bistro employees do not receive cash tips. Bakery and Bistro employees receive tips in their paychecks paid from Orsini's accounts.

26. Mr. Barberet has never maintained proper records for Orsini cash funds and tips despite repeated demands that he do so.

27. Mr. Barberet also claimed that these checks were to fund his retirement account. The Operating Agreement does not provide for funding of Mr. Barberet's retirement accounts.

28. Upon information and belief, Mr. Barberet pocketed the money from Orsini checks to use for personal purposes and to fund personal business ventures.

(c) Mr. Barberet Pays His Personal Legal Bills With Orsini Funds

29. Mr. Barberet used Orsini funds to pay bills for legal services rendered personally to him.

30. Under Section 10.5 of the Operating Agreement, "[t]he Company's accountants, auditors, bookkeepers, and legal counsel . . . shall be the individuals and firms selected by the Initial Members." Operating Agreement, § 10.5. The "Initial Members" are the Class F Members. *See* Operating Agreement, Art. I (definition of "Initial Members"); *id.* (definition of "Class F Members").

31. Mr. Barberet did not seek or obtain the permission of the Class F Members to use Orsini funds to pay for legal services rendered to him.

32. Upon information and belief, Mr. Barberet used Orsini funds to pay for thousands of dollars in legal services rendered to him regarding his personal business ventures, including, but not limited to, his bakery stand.

2. Mr. Barberet Falsifies Orsini Books and Records and Refuses to Keep Plaintiffs Informed About Orsini Finances

33. Mr. Barberet tried to keep Plaintiffs in the dark about his movements of money out of Orsini and hide his misappropriation of Orsini funds.

34. Mr. Barberet routinely failed to maintain Orsini books and records, including preparation of regular, accurate financial statements.

35. Since in or around January 2024, Mr. Barberet failed to prepare bank reconciliation statements comparing Orsini's internal cash records with bank statements.

36. Upon information and belief, Mr. Barberet evaded preparing bank reconciliation statements knowing that would reveal he had funneled significant amounts of money out of Orsini into his own pocket.

37. Plaintiffs constantly asked Mr. Barberet to provide financial records and statements so that they could understand the state of the Bakery and Bistro. Mr. Barberet stonewalled Plaintiffs at every turn with excuse after excuse for why Orsini books and records were not maintained, available, and accurate.

38. When confronted about his failure to maintain Orsini books and records, Mr. Barberet frantically prepared a profit and loss statement. The profit and loss statement was wildly inaccurate and materially false, inflating certain expenses to make it seem as though Orsini was losing money.

39. In truth, Orsini lost money because Mr. Barberet had misappropriated hundreds of thousands of dollars from Orsini. Mr. Barberet falsified Orsini books and records and prepared materially false financial statements in order to conceal the funds that he funneled out of Orsini to himself.

3. Mr. Barberet Opens His Bakery Stand Using Orsini Resources

40. In or around January 2025, Mr. Barberet opened a bakery stand just blocks from the Bakery and Bistro in Lancaster.

41. Mr. Barberet used Orsini resources to establish and operate the bakery stand.

42. Mr. Barberet prepared pastries and other items that he sold at his bakery stand using Bakery and Bistro equipment, ingredients, and supplies.

43. Mr. Barberet stocked the bakery stand using Bakery and Bistro equipment, ingredients, and supplies.

44. Mr. Barberet sells identical food items at his bakery stand that he sold at the Bakery and Bistro.

45. Mr. Barberet used Orsini funds to pay for his bakery stand's expenses, including, at minimum, the bakery stand's point-of-sale system.

46. Mr. Barberet directed Bakery and Bistro employees to staff the bakery stand, while Orsini paid those employees' wages.

47. Mr. Barberet did not ask Plaintiffs for permission to open the bakery stand.

48. Mr. Barberet kept the money he made from the bakery stand for himself.

4. Mr. Barberet Attempts to Cover His Tracks

49. Once Mr. Barberet realized that Plaintiffs would discover he had misappropriated significant amounts of Orsini funds and resources for personal purposes, he began transferring money back into Orsini in an attempt to conceal his theft.

50. On or around March 4, 2025, a company named Barberet, LLC transferred approximately \$2,000 into an Orsini account.

51. Upon information and belief, Barberet, LLC is Mr. Barberet's personal company that he used for his other personal business ventures, including, but not limited to, the bakery stand.

52. On March 6, 2025, Plaintiffs, through counsel, sent Mr. Barberet a letter informing him of his breaches of the Operating Agreement and financial impropriety. Plaintiffs demanded that Mr. Barberet cease his unauthorized financial practices, cure his breaches under the Operating Agreement, and demanded reimbursement for his misappropriation of Orsini funds.

53. On or around March 7, 2025, Mr. Barberet deposited \$10,000 into an Orsini account.

54. While Plaintiffs' investigation is ongoing, upon information and belief, Mr. Barberet funneled Orsini funds to his personal accounts and Barberet, LLC to establish and run his bakery stand and fund numerous other personal ventures at the expense of Plaintiffs and the employees of the Bakery and Bistro.

C. The Members Expel Mr. Barberet from Orsini

55. Mr. Barberet responded, through counsel, to Plaintiffs' March 6 letter on March 14, 2025. In his March 14, 2025 letter, Mr. Barberet acknowledged that he had violated the Operating Agreement in multiple ways. But instead of curing his breaches, Mr. Barberet announced that he had no intention of changing his financial practices or making Plaintiffs whole for the funds he misappropriated. Mr. Barberet instead claimed that he did not need to abide by the Operating Agreement and offered baseless excuses for his clear misappropriation of Orsini funds.

56. On March 14, 2025, Plaintiffs, through counsel, sent Mr. Barberet another letter refuting his plainly incorrect understanding of his duties to Orsini, the Members, and under the Operating Agreement. Plaintiffs further put Mr. Barberet on notice that his engagement with his bakery stand violated his duties under Section 11.2 of the Operating Agreement and demanded that Mr. Barberet cease his engagement with his bakery stand immediately.

57. On March 21, 2025, Mr. Barberet responded, through counsel, to Plaintiffs' March 14, 2025. Mr. Barberet announced that he refused to cease his engagement with the bakery stand.

58. Based on Mr. Barberet's refusal to cure his material breaches of the Operating Agreement and account for his misappropriation of Orsini funds, the Managers determined that there existed grounds to expel Mr. Barberet from Orsini for cause under Section 7.7(b) of the Operating Agreement.

59. On March 27, 2025, upon recommendation of the Managers, the Members expelled Mr. Barberet from Orsini.

60. Following his for cause expulsion, upon information and belief, Cedric has attempted to extract revenge by deleting emails (some of which contained important orders) and changed passwords to prevent Orsini employees from accessing point of sale software, among other acts, which are still being discovered.

COUNT I – CONVERSION
Orsini v. Mr. Barberet

61. Plaintiffs re-allege and incorporate herein by reference all prior Paragraphs of this Complaint as though fully set forth herein.

62. Mr. Barberet wrongfully took and/or possessed Orsini funds for his personal use and in a manner without the authorization of Orsini, the Managers, or the Members.

63. Mr. Barberet specifically misappropriated Orsini funds to himself for personal purposes, none of which were approved or authorized, including, but not limited to, in the following ways:

- (a) Diverting cash from Bakery and Bistro sales into his own pocket;
- (b) Cashing numerous Orsini checks that he wrote to himself;
- (c) Paying for legal services personally rendered to him; and
- (d) Using Orsini funds to establish and operate his bakery stand.

64. Mr. Barberet further wrongfully took and/or possessed Orsini supplies, equipment, and employee time and service for use in his bakery stand.

65. Mr. Barberet acted without any colorable right and solely in his self-interest and to benefit himself. Mr. Barberet's actions were outrageous, willful and wanton, warranting the imposition of punitive damages.

WHEREFORE, Orsini, therefore, demands judgment in its favor and against Defendant, Mr. Barberet, for conversion of Orsini funds and resources, compensatory damages, consequential

damages, incidental damages, punitive damages, and costs in an amount to be determined at trial, in excess of \$50,000, as well as attorneys' fees, costs, and expenses, and other such further relief as the Court deems just and appropriate.

COUNT II – BREACH OF FIDUCIARY DUTY
Plaintiffs v. Mr. Barberet

66. Plaintiffs re-allege and incorporate herein by reference all prior Paragraphs of this Complaint as though fully set forth herein.

67. Consistent with the common law and the Operating Agreement, Mr. Barberet owed Plaintiffs fiduciary duties because he was: (a) a Member of Orsini; (b) he exercised actual control over Orsini; (c) had “general, day-to-day management and supervisory control of the operation of the Bistro and Bakery,” Operating Agreement, Art. I (definition of “Membership Interest”); and (d) promised to “devote his . . . best efforts and full-time business attention to the development, operation and success of the Bistro Business and the Bakery solely for the benefit of the Company and the Members,” *id.*, § 6.7(a).

68. As alleged herein, Mr. Barberet breached his fiduciary duties he owed Plaintiffs by, among other things: (a) misappropriating Orsini funds for personal use; (b) running a bakery stand “in competition with the Business of the Company”; (c) failing to devote his full and undivided time and loyalty to the Bakery and Bistro through, among other things, his engagement with his bakery stand and other personal ventures; and (d) failing to maintain and falsifying Orsini books and records to conceal his misappropriation of Orsini funds.

69. As a direct and proximate cause of Mr. Barberet’s breach of his fiduciary duties, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs, therefore, demand judgment in their favor and against Defendant, Mr. Barberet, for compensatory damages, consequential damages, incidental damages,

in excess of \$50,0000 and costs in an amount to be determined at trial, as well as attorneys' fees, costs, and expenses, and other such further relief as the Court deems just and appropriate.

COUNT III – BREACH OF CONTRACT
(Members v. Mr. Barberet)

70. Plaintiffs re-allege and incorporate herein by reference all prior Paragraphs of this Complaint as though fully set forth herein.

71. The Operating Agreement is a valid and enforceable contract.

72. The Members are not in breach of the Operating Agreement.

73. At all times, the Members have performed their obligations under the Operating Agreement.

74. Under Section 11.2 of the Operating Agreement, Mr. Barberet promised that he would not “directly or indirectly, within the County of Lancaster . . . be engaged directly or indirectly in any form or manner with (i) any restaurant business of any type, and/or (ii) any business ‘in competition with the Business of the Company’.” According to the Operating Agreement, “a business ‘in competition with the Business of the Company’ if the business, whether or not a ‘bistro’ or a ‘bakery’ or a ‘caterer’, offers any similar services, products, goods, entertainment, menu, or other items similar to any such items then or previously offered by the Company in the Company’s Business.” Operating Agreement, § 11.2(a).

75. Under Section 6.7(a) of the Operating Agreement, Mr. Barberet “agree[d] to (and to the extent relevant, to cause Estelle Barbaret) to devote his and her best efforts and full-time business attention to the development, operation and success of the Bistro Business and the Bakery solely for the benefit of the Company and the Members.” Operating Agreement, § 6.7(a).

76. Mr. Barberet’s engagement with his bakery stand breached his obligations under Sections 6.7(a) and 11.2(a) of the Operating Agreement.

77. Mr. Barberet served identical coffee drinks and pastries at the bakery stand that he served at the Bakery and Bistro.

78. Mr. Barberet's bakery stand was therefore "in competition with the Business of the Company" in violation of the Operating Agreement.

79. As a direct and proximate cause of Mr. Barberet's breach of Sections 6.7(a) and 11.2(a) of the Operating Agreement, the Members have suffered damages.

WHEREFORE, the Members, therefore, demand judgment in their favor and against Defendant, Mr. Barberet, for compensatory damages, consequential damages, incidental damages, in excess of \$50,000, and costs in an amount to be determined at trial, as well as attorneys' fees, costs, and expenses, and other such further relief as the Court deems just and appropriate.

COUNT IV – USURPATION OF A CORPORATE OPPORTUNITY/CONVERSION
Plaintiffs v. Mr. Barberet

80. Plaintiffs re-allege and incorporate herein by reference all prior Paragraphs of this Complaint as though fully set forth herein.

81. Mr. Barberet wrongfully usurped and/or converted a corporate opportunity or otherwise wrongfully prevented Plaintiffs from participating in the bakery stand.

82. As Members of Orsini, the Members had the right to participate in the bakery stand, particularly to the extent that Mr. Barberet used Orsini funds, employees, supplies, and equipment to establish and operate the bakery stand.

83. Mr. Barberet wrongfully prevented Plaintiffs an opportunity to participate in the bakery stand by failing to disclose his engagement and/or investment in the bakery stand.

84. As a direct and proximate result of Mr. Barberet's usurpation and/or conversion of a corporate opportunity, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs, therefore, demand judgment in their favor and against Defendant, Mr. Barberet, for compensatory damages, consequential damages, incidental damages, in excess of \$50,000, and costs in an amount to be determined at trial, as well as attorneys' fees, costs, and expenses, and other such further relief as the Court deems just and appropriate.

COUNT V – UNJUST ENRICHMENT
Orsini v. Mr. Barberet

85. Plaintiffs re-allege and incorporate herein by reference all prior Paragraphs of this Complaint as though fully set forth herein.

86. Since 2015, while Mr. Barberet was a Member of Orsini and operator of the Bakery and Bistro, Mr. Barberet received from Orsini hundreds of thousands of dollars in salary payments, distributions, and other significant and valuable benefits.

87. Orsini conferred and Mr. Barberet received these significant and valuable benefits while Mr. Barberet acted contrary to the interests of Plaintiffs and Orsini and in his own self-interest by:

- (a) Misappropriating Orsini funds for personal use;
- (b) Establishing and running his bakery stand using Orsini resources
- (c) Breaching his duties under the Operating Agreement as set forth above;
- (d) Failing to maintain and falsifying Orsini books and records; and
- (e) Failing to devote his full time and undivided loyalty to Orsini.

88. In these circumstances, Mr. Barberet's retention of the many valuable benefits conferred on him by Orsini is unjust and inequitable.

WHEREFORE, Orsini therefore, demands judgment in its favor and against Defendant, Mr. Barberet, ordering an accounting of compensation and benefits paid by Orsini to Mr. Barberet and ordering disgorgement of all compensation and benefits received by Mr. Barberet.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendant, Mr. Barberet, and Plaintiffs request compensatory damages in an amount to be determined at trial, attorneys' fees and costs, and such other and further relief as the Court deems necessary.

JURY DEMAND

Plaintiffs hereby demand a jury trial on all issues triable as of right by a jury.

Respectfully submitted,

Dated: April 8, 2025

By: /s/ Matthew A. Glazer
Matthew A. Glazer, Esq. (Pa. 204540)
Jason A. Kurtyka, Esq. (Pa. 325995)
COZEN O'CONNOR P.C.
1650 Market Street, Suite 2800
Philadelphia, PA 19103
T: (215) 665-2000
mglazer@cozen.com
jkurtyka@cozen.com

*Attorneys for Plaintiffs The Orsini Group,
LLC, Benjamin T. Frank, and Amalfi
Properties LP*

25 - 02610

Lancaster County Prothonotary E-Filed - 8 Apr 2025 10:33:11 PM
Case Number: CI-25-02610

VERIFICATION

I hereby verify that the statements contained in this Complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 PA.C.S. § 4904, relating to unsworn falsification to authorities.

Dated: April 8, 2025


Benjamin T. Frank

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System, of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Matthew A. Glazer

Date: April 8, 2025



Signature:

Attorney No.: 204540

EXHIBIT A

COPY

CERTIFICATE

THE ORSINI GROUP, LLC

This Certificate is executed and delivered by THE ORSINI GROUP, LLC, a Pennsylvania limited liability company (the "Company"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Operating Agreement.

The undersigned hereby certifies to INTEGRITY BANK with the understanding that each may rely on such certifications, that (a) the undersigned has the authority to execute and deliver this Certificate on behalf of the Company and (b) the following statements are true and correct:

1. Attached hereto as Exhibit "A" is a true, correct and complete copy of the Company Certificate of Organization, which is in full force and effect and has not been amended in any respect since the date indicated therein, except for amendments attached as a part of Exhibit "A".

2. Attached hereto as Exhibit "B" is a true, correct and complete copy of the Company Operating Agreement, which is in full force and effect and has not been amended in any respect since the date indicated therein, except for amendments attached as part of Exhibit "B".

3. The undersigned represents and warrants that the Company is in good standing in the Commonwealth of Pennsylvania.

4. Attached hereto as Exhibit "C" is a true and complete copy of the resolutions consented to and adopted by the Members of Borrower in connection with the Loan, which stand of record on the books of Borrower and have not been revoked or modified in any way.

5. Attached hereto as Exhibit "D" is a true and complete copy of each of the Fictitious Name Registrations of the Orsini Group, LLC that have been filed with the Pennsylvania Department of State.

6. No petition for dissolution or bankruptcy of the Company has been filed or is pending.

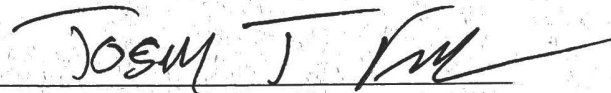
7. The EIN for the Company is: 46-3508049.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the undersigned has executed this Certificate this
12th day of June, 2014.

THE ORSINI GROUP, LLC

By:

A handwritten signature in black ink, appearing to read "JOSEPH J. FRANK", written over a horizontal line.

Joseph J. Frank, President

EXHIBIT "A"

Certificate of Organization

SEE ATTACHED

SEP 04 2013

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

The Orsini Group, LLC

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 4209374

Lucarelli, Andrew F
480 New Holland Avenue, Suite 6205
Lancaster, PA 17602

Entity #: 4209374
Date Filed: 08/22/2013
Carol Aichele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

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

Name Andrew F. Lucarelli, Esquire		
Address 480 New Holland Avenue, Suite 6205		
City Lancaster	State PA	Zip Code 17602

Document will be returned to the
same address you enter to
the left.

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 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):
The Orsini Group, 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
480 New Holland Ave., Suite 6205	Lancaster	PA	17603	Lancaster

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

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

Name	Address
Andrew F. Lucarelli, Esquire	Brubaker Connaughton Goss & Lucarelli LLC
	480 New Holland Avenue, Suite 6205,
	Lancaster, PA 17602

PA DEPT. OF STATE

AUG 22 2013

Received Time Aug. 22. 2013 9:45AM No. 9652

DSCB:15-8913-2

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: _____

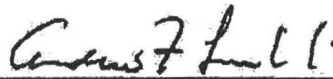
month date year hour, if any

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

22th day of August, 2018.



Signature

Signature

Signature

EXHIBIT "B"

Operating Agreement

SEE ATTACHED

OPERATING AGREEMENT

OF

THE ORSINI GROUP, LLC

Dated as of April 1, 2014

THE MEMBERSHIP INTERESTS REPRESENTED BY 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 ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS RESTRICTED AS STATED IN THIS OPERATING AGREEMENT, AND IN ALL EVENTS IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY THE EXECUTION OF THIS AGREEMENT AND THE ACQUISITION OF THE MEMBERSHIP INTEREST REPRESENTED HEREBY, THE MEMBER REPRESENTS, INTER ALIA, THAT IT IS ACQUIRING ITS MEMBERSHIP FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION AND THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS MEMBERSHIP INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER. AN INVESTMENT IN THE MEMBERSHIP INTERESTS IS SUITABLE ONLY FOR SOPHISTICATED ACCREDITED INVESTORS WHO HAVE SUBSTANTIAL FINANCIAL RESOURCES, WHO DO NOT ANTICIPATE THAT THEY WILL NEED TO LIQUIDATE THEIR INVESTMENT IN THE COMPANY IN THE FORESEEABLE FUTURE, AND WHO UNDERSTAND, OR HAVE BEEN INDEPENDENTLY ADVISED WITH RESPECT TO THE RISK FACTORS ASSOCIATED WITH THIS INVESTMENT.

OPERATING AGREEMENT

THE ORSINI GROUP, LLC

THIS OPERATING AGREEMENT of The Orsini Group, LLC (the "Company") is made as of April 1, 2014, by and among the Members.

Background

The Company was formed by the Initial Members for the purpose of (i) acquiring a restaurant liquor license, and (ii) leasing from Amalfi Properties LP, the real estate at 26 East King Street, Lancaster, Pennsylvania (the "Real Estate"), to own and operate multiple dining, entertainment and related activities on various floors of the building (the "Building") at such address, including as part thereof the operation of the Bistro and Bakery Business (hereafter defined).

The Company and the Initial Members contemplate that the first floor of the Real Estate will house the Bistro Business and Bakery under the day-to-day management of Cedric Barberet ("Cedric"). The Initial Members desire that Cedric become a Class B Member of the Company to partner with Amalfi Properties LP in the Bistro Business and Bakery, on the terms and under and subject to the provisions of this Agreement.

The Initial Members and Class B members desire to enter into this Agreement to govern the affairs of the Company and the rights and obligations of the Members.

THEREFORE, with the foregoing Background incorporated herein by reference, and intending to be legally bound, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

"Accountants" means the outside individual or firm of certified public accountants retained by the Company from time to time to provide accounting, tax, and/or auditing services to the Company, and if more than one, that outside individual or firm designated by the Company from such group. Initially, the Accountants are Michael S. Burkholder, CPA and ParenteBeard LLC.

"Act" means the Pennsylvania Limited Liability Company Law of 1994, 15 Pa.C.S. §§8901 et seq., and any successor statute, as amended from time to time.

"Affiliate" means, with respect to a Person, another Person who directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Person in question. The term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the

controlled Person.

"Agreement" means this Operating Agreement, as it may be amended, supplemented, or restated from time to time in accordance with provisions hereof.

"Annual Period" means the twelve (12) month period commencing on each January 1 and ending on but including each December 31.

"Approved by the Managers" shall mean a decision which, unless otherwise specifically set forth to the contrary in this Agreement (including matters relating to the Bistro and Bakery Business), is (a) approved in writing by Managers representing more than fifty percent (50%) of the Membership Interests, or (b) approved by Managers representing more than fifty (50%) of the Membership Interests in person or by proxy at a meeting attended in person or by proxy by Managers representing more than sixty (60%) of the Membership Interests.

"Approved by the Members" shall mean a decision which, unless otherwise specifically set forth to the contrary in this Agreement (including matters relating to the Bistro and Bakery Business), is (a) approved in writing by Members owning more than fifty percent (50%) of the Class F Membership Interests of the Members, or (b) approved by Members owning more than fifty percent (50%) of the Class F Membership Interests of the Members in person or by proxy at a meeting attended in person or by proxy by Members owning more than fifty percent (50%) of the Class F Membership Interests.

"Available Cash" means the amount, if any, by which (a) all funds received by the Company, including, but not limited to, all capital contributions, all funds received from sale of any asset of the Company, and all funds previously set aside as reserves which the Board determines are no longer required as reserves in the efficient conduct of the Company business, exceeds (b) the sum of (i) all cash obligations of the Company, including, but not limited to, capital expenditures, lease payments, guaranteed payments, and payments in respect of the principal portion of Company indebtedness, plus (ii) the amount of any funds determined by the Board to be set aside for budgeted expenditures and the establishment and maintenance of reasonable and prudent reserves. "Available Cash" when applied to the Class B Membership Interests and Class B Units, means Available Cash (as above described) *solely derived from the Bistro and Bakery Business* (hereafter defined), and not from any other Business operated by the Company.

"Bakery" means the French bakery operations conducted by or under the direction of Cedric and/or Estelle, whether or not on site at the Real Estate, including, broadly and without limitation, manufacture and sale of baked goods, such as without limitation, breads and pastries typically sold by a French bakery. If one or more of the signatories hereto open one or more additional bakeries pursuant to the terms of this Agreement, the definition of "Bakery" shall include such additional bakeries; provided, however, that no additional bakeries will be opened without the Approval of the Managers.

"Bakery Business" means the operations of the business of the bakery, which shall be accounted for on a separate and stand-alone basis as determined by the Accountants.

"Bankrupt" or "Bankruptcy" means, with respect to any Person, a Person (a) that (i)

makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding; (iv) files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Person in a proceeding, of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Person or of all or any substantial part of the Person's properties; or (b) against which, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and one hundred twenty (120) days have expired without dismissal thereof or with respect to which, without the Person's consent or acquiescence, a trustee, receiver, or liquidator of the Person or of all or any substantial part of the Person's properties has been appointed and ninety (90) days have expired without the appointment having been vacated or stayed, or ninety (90) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

"Bistro" means the French bistro restaurant operations to be known as *"Bistro Barbaret"* to be located on the first floor of the Real Estate.

"Bistro Business" means the operations of the business of the Bistro, which shall be accounted for on a separate and stand-alone basis as determined by the Accountants.

"Bistro and Bakery Business" means: (i) the operation of the business of the Bistro; (ii) the service of food, or other items actually, physically, provided by the Bistro to other operations in the Building; (iii) the Bakery business; (iv) catering conducted by the Bistro, the Bakery, or any Affiliate; and (v) generally, all business and operations conducted by the Bistro, the Bakery, and Affiliates, unless otherwise Approved by the Managers. All Bistro and Bakery Business shall be conducted at the Real Estate unless otherwise approved by the Board.

"Board" means the Board of Managers of the Company as herein provided. The Board of Managers may also be referred to as "Board of Directors."

"Business" is defined in the Background.

"Business Day" means Monday through Friday of each week, except that a legal holiday on which commercial banks operating in the Commonwealth of Pennsylvania are authorized to be closed shall not be regarded as a Business Day.

"Capital Account" means each capital account maintained for a Member pursuant to this Agreement.

"Capital Contribution" means any cash or property that a Member contributes to the Company. The initial Capital Contribution for the Members is set forth on Exhibit A and Schedule 1.3 hereto.

"Certificate" means the Certificate of Organization of the Company filed with the Department of State of the Commonwealth of Pennsylvania pursuant to the Act on August

22, 2013, as the Certificate may be further amended from time to time.

"Class F Member" and "Class B Member" are defined in the definition of "Member".

"Class F Units" and "Class B Units" are defined in the definition of "Units".

"Code" means the United States Internal Revenue Code of 1986, as amended from time to time, and any successor legislation.

"Company" means The Orsini Group, LLC, a Pennsylvania limited liability company.

"Department" means the Department of State of the Commonwealth of Pennsylvania.

"Director" means a Manager. Either term may be used interchangeably.

"Economic Interest" shall mean a Member's or Assignee's share (as a result of such Person's ownership of one or more of outstanding Units) of the Company's Net Profits and Net Losses, capital, and distributions of the Company's assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager unless the owner of the Economic Interest is a Member.

"Estelle" means Estelle Barbaret, spouse of Cedric.

"Fair Market Value" shall mean, as of any date of determination, with respect to any Membership Interest, the fair market value of such Membership Interest as agreed to by the Company and the holder thereof. In the event the parties are unable to agree upon the fair market value within thirty (30) days following the event requiring a determination of Fair Market Value, the Fair Market Value shall be the most recent value agreed to by a Supermajority of the Board or All the Members within twelve (12) months preceding the date of the event requiring such determination. In the absence of the establishment by the Board or All the Members of Fair Market Value as above provided, the Company's principal independent accountant shall select a qualified appraiser, who may be employed by or a member of or affiliated with the Company's independent accounting firm so long as the Company's accountant reasonably believes such appraiser can perform his or her appraisal without bias for or against any involved Person. For purposes of the appraiser's determination of Fair Market Value under this Agreement, Fair Market Value shall mean the value that would be obtained for such Membership Interest if all outstanding Membership Interests in the Company were sold in their entirety on that date to an unaffiliated third party with neither the buyer or seller under any compulsion to act, based on financial information of the Company as of the date of determination, but taking into account all relevant factors relating to the Company, and giving effect to, in the appraiser's reasonable judgment, (a) any discount for the lack of (i) liquidity, or (ii) public trading market of the Membership Interest in the Company, (b) the fact that the Company may have no equity securities registered under the Securities Exchange Act of 1934, as amended, or that the Member has a minority interest in the Company, (c) any contract

limitation in respect of Membership Interests, including their transfer, voting and other rights, and (d) the taxable nature of such sale and the status as a holder of a "minority interest" of the Membership Interests being valued. Furthermore, the appraiser shall give no value to goodwill, trade names, or other intangible assets. The fees and expenses incurred in connection with the appraiser's determination of Fair Market Value shall be shared equally by the Company on the one hand and the affected Member(s) on the other hand. Notwithstanding the foregoing, until the earlier of a new determination of Fair Market Value by the Board or the Members as above provided, or December 31, 2016, the Fair Market Value of the Company is agreed to the value of the Members' Capital Accounts.

"Fiscal Year" means the annual period ending December 31 of each year.

"Initial Member" and "Initial Members" means one or all of Joseph J. Frank, Shelvly J. Frank, and Benjamin T. Frank.

"Interest" or "Interest(s) in the Company" means a Membership Interest.

"Manager(s)" means those individuals appointed or elected to serve on the Board of Managers of the Company as herein provided. A Manager may also be referred to as a "Director." References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Managers need not be Members of the Company but must be natural individuals.

"Majority Interest" means a Membership Interest or Membership Interests aggregating more than fifty percent (50%) of the sum of all Membership Interests.

"Member" shall mean each of the parties who executes this Operating Agreement as a Member either at the effective date of this Operating Agreement or thereafter. Initially there will be two classes of Members.

The initial "Class F Members" are the Initial Members.

The initial "Class B Members" are Cedric Barberet, and Amalfi Properties LP.

To the extent a Manager has acquired a Membership Interest in the Company, such Manager will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent such Manager has acquired such Membership Interest in the Company. If a Person is a Member immediately prior to the acquisition by such Person of an Economic Interest assigned to such Person by a Member or Assignee, such Person shall have all the rights of a Member with respect to such acquired Economic Interest. No Member may assign an Economic Interest (or any portion thereof) while retaining the right to Vote associated with such Economic Interest.

"Membership Interest" means shall mean a Member's entire interest in the Company including the Units such Member owns, the Economic Interest associated with such Units, the right to Vote associated with such Units, and such other rights and privileges that the Member may enjoy by being a Member. Class F Members will hold Class F Membership Interests; Class B Members will hold Class B Membership Interests. At the date of this Operating

Agreement, there are no subsequent classes of Membership Interests.

(a) Class F Membership Interests will be entitled to vote on all matters presented to the Company's Members for approval. Class B Membership Interests will not be entitled to vote on matters presented to the Company's Members for approval except to the extent otherwise set forth in this Agreement with respect to the rights of Class B Members. Subsequent classes of Membership Interests will be entitled to vote to the extent provided in the resolutions of the Managers establishing such classes or otherwise, and may dilute the Vote of the other classes then outstanding. A Member's right to participate in the Company as a Member (including the right to exercise the right to vote on any matter presented to the Members for consideration) shall be void to the extent the vote exceeds the Member's Percentage Membership Interest.

(b) Cedric, for so long as he is a holder of a Class B Interest, shall have general, day-to-day management and supervisory control of the operation of the Bistro and Bakery Business, subject to the prior approval of the Managers with respect to any economic decision that varies from the Annual Operating Budget and Annual Management Plan (each as defined on Schedule 3.1) Approved by the Managers, and to the expenditure of any amount in excess of \$1,000. The Economic Interests of the Class B Membership Interests shall be as set forth on Schedule 3.1 hereto, and shall apply only to the profits and losses of the Bistro and Bakery Business. All other Economic Interests shall be attributable to the Class F Membership Interests. Subsequent classes of Membership Interests shall have an Economic Interest as provided in the resolutions of the Managers establishing such classes and may dilute the Economic Interest of the Class F Membership Interests, but except as provided in Section 3.1 hereof, without the approval of Cedric, the Economic Interest of the Class B Membership Interests then outstanding shall not be diluted by the issuance of any subsequent Class B Membership Interests.

(c) Each Class B Membership Interest shall: (i) give the Member who is the owner thereof the rights described in clause (b) above, and the right to receive distributions (liquidating or otherwise) in accordance with their Class B Membership Interest set forth on Schedule 3.1 hereto in respect of the Bistro and Bakery Business only, and no other rights except as otherwise specified herein, and (ii) give the Member who is the owner thereof no right to Vote.

"Net Profit" and "Net Loss" have the meaning set forth in Paragraph 9 of Exhibit B hereto.

"Person" means any individual, corporation, limited liability company, partnership, trust, estate, unincorporated organization, association, governmental entity, political subdivision, or any instrumentality thereof, or other entity.

"Property" means all assets, real, personal, or intangible, that the Company may own or in which the Company may otherwise have an interest from time to time, including without limiting the generality of the foregoing, all tradenames, trademarks, servicemarks, copyrights, and other intellectual property used in connection with the business, and whether or not developed or improved by any Member. For purposes of clarity, the name and mark, Bistro Barbaret™, all methods and means of operation, and form and content of menus and recipes used in the business, are owned solely by the Company.

"Regulations" has the meaning set forth in Paragraph 4 of Exhibit B hereto.

"Reserves" means the cash reserves established by the Board to provide for working capital, future investments, debt service, and such other purposes as may be deemed reasonably necessary or advisable by the Board.

"Supermajority", to the extent a Vote of a Supermajority is required herein, means a Vote of any two (2) if the Initial Members (as Members or Managers, as applicable) for so long as they are Members or Managers; and to the extent that less than two (2) of the Initial Members are Members or Managers, "Supermajority" shall mean more than seventy-five percent (75%) of the Membership Interests, whether by the Board or by the Members, and shall require the affirmative vote of the Initial Member.

"Tax Distributions" means distribution of an amount equal to the product obtained by multiplying (a) the Company's projected taxable income, if any, for the tax year, by (b) the highest combined effective marginal federal and Pennsylvania state income rate in effect for such tax year on individual taxpayers, and subtracting therefrom any prior Tax Distributions made during that tax year.

"Transfer" or "Transferred" means (a) when used as a verb, to give, sell, exchange, assign, transfer, pledge, hypothecate, bequeath, devise or otherwise dispose of or encumber, and (b) when used as a noun, the nouns corresponding to such verbs, in either case voluntarily or involuntarily, by operation of law or otherwise. When referring to a Membership Interest, "Transfer" shall mean the Transfer of such Membership Interest whether of record, beneficially, by participation or otherwise.

"Units" shall mean each Person's Membership Interest as set forth with respect to Class F Units on Exhibit A hereto, and with respect to Class B Units, as set forth on Schedule 3.1 hereto, even though such ownership may be different from (more or less than) the holder's proportionate Capital Account. The Company is not obligated to issue certificates to represent any Units as herein provided, but the Managers may, if required by any lender to the Company, certificate the Units. Only Units owned by Members entitled to Vote may Vote on any matter as to which this Operating Agreement requires or permits a Vote. A transfer of Units will include a transfer of the Capital Account that is attributable to such Units as of the effective date of such transfer, and such will be determined on a proportionate basis if fewer than all of the Units owned by any Member or Assignee are being transferred by such Member or Assignee.

(a) "Class F Units" shall mean Units held by a Class F Member in his or her, capacity as a Class F Member and shall be entitled to Vote on matters presented to the Members for approval;

(b) "Class B Units" shall mean Units held by a Class B Member in such Person's capacity as a Class B Member, and shall not be entitled to Vote unless the right to Vote is expressly granted by the Managers in the resolutions by which a matter is submitted to the Members for consideration.

(c) Subsequent classes of Units may be created by the Managers as provided

herein and shall be designated by letters or in any other way the Managers may deem appropriate. Such Units, when authorized, shall mean Units held by a Member in such class or classes in his or her capacity as a Member, and shall hold such Economic Interest, right to Vote, and other rights as may be specified by the Managers in the resolutions establishing the class, subject to any limitations applicable to such Units as herein provided.

"Vote" includes not only casting a vote at a meeting but also the receipt of sufficient written consents (by facsimile, electronic mail, courier, or otherwise) to adopt a measure were it presented at a meeting, including such written consents when aggregated with those voting at a meeting sufficient in aggregate to adopt a measure.

ARTICLE II ORGANIZATIONAL MATTERS

2.1 Formation. The Company was organized as a Pennsylvania limited liability company by the filing of the Certificate with the Department.

2.2 Term. The term of the Company commenced August 22, 2013, and shall continue until terminated as provided in this Agreement or under the Act.

2.3 Offices. The registered office of the Company shall be 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602, until changed by the Board. The Company may have such other offices for the conduct of the Company's business as the Board may from time to time determine.

2.4 No State Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, under the laws of the Commonwealth of Pennsylvania or any other state, and that no Member or Manager be a partner or joint venturer of any other Member or Manager for any purposes other than Federal and, to the extent permitted, state tax purposes, and this Agreement shall not be construed to produce a contrary result.

2.5 Purpose and Business of Company. The Company is organized to conduct the Business, to do and perform all acts necessary or desirable to carry out the Business, and to engage in any lawful activity or act which may be carried on by a limited liability company under the Act which the Managers may from time to time authorize or approve pursuant to the provisions of this Agreement, whether or not related to the Business or to any other business at the time or theretofore engaged in by the Company.

ARTICLE III CAPITALIZATION OF THE COMPANY

3.1 Initial Capital Contributions. The Members shall be deemed to have made, and their Capital Account shall reflect, their Capital Contribution, and each Member has received Units as reflected on Exhibit A and Schedule 3.1, as to Class F Units and Class B

Units, respectively. Persons to whom the Managers determine to issue additional Units in the future will make Capital Contributions as the Managers may require, and Exhibit A, and to the extent applicable, Schedule 3.1, will be amended from time to time accordingly.

3.2 Additional Capital Contributions. No Member shall be required to make any contribution to the capital of the Company or loans to the Company beyond that which is approved by a Supermajority of the Members.

3.3 Interest. No interest shall be paid on the capital contributions of the Members, upon balances in Member's capital accounts, or on any funds distributed or distributable under this Agreement, except as provided on any Schedule hereto. Interest shall be payable on any nonobligatory loan made by a Member to the Company as agreed to between the Member and the Board.

3.4 Return of Capital. Except as expressly provided in this Agreement, no Member shall have the right to receive the return of any capital contribution.

3.5 Personal Liability of Members and Obligation to Make Loans. Except as may otherwise be agreed by a Member in writing, the liability of any Member for the losses of the Company shall be limited to the Member's capital contribution to the Company hereunder, and the Member shall not be personally liable for any debts, obligations or losses of the Company in any event or to any extent whatsoever.

3.6 Maintenance of Capital Accounts.

(a) A separate Capital Account shall be maintained for each Member throughout the entire term of this Agreement. Each Member's Capital Account shall consist of the amount of the Member's Capital Contributions, and shall be increased or decreased, as the case may be, as hereafter set forth:

- (i) Each Member's Capital Account shall be increased by:
 - (A) the amount of any additional money contributed by the Member to the Company;
 - (B) the net fair market value of any assets contributed by the Member to the Company; and
 - (C) allocations to the Member of any Net Profits.
- (ii) Each Member's Capital Account shall be decreased by:
 - (A) the amount of any money distributed to the Member by the Company;
 - (B) the net fair market value, as approved in writing by the Board of Managers, of any assets distributed to the Member by the Company;
 - (C) allocations to the Member of any Company expenditures

not deductible in computing Company taxable income and not properly chargeable to capital account; and

(D) allocations to the Member of any Net Losses.

(b) Capital Accounts shall also be adjusted and maintained in accordance with the additional rules set forth in Section 1.7041(b)(2)(iv) of the Regulations and Exhibit B.

3.7 Character of Class B Membership Interests. The Class B Membership Interests are intended to constitute "profits interests" as that term (or any term of similar import) is used in Internal Revenue Service Revenue Procedure 93-27, 1993-2 C.B. 343 and Revenue Procedure 2001-43, 2001-2 C.B. 191, and any successor provisions of the Code, Treasury Regulations, IRS Revenue Procedures or Revenue Rulings, or other administrative notices or announcements, with the intended results that: (A) no compensation or other income shall be recognized by an owner of the Class B Membership Interests by reason of the issuance of such Class B Membership Interests; and (B) no compensation expense shall be deducted by the Company by reason of the issuance of such Class B Membership Interests. The Managers shall designate a threshold value applicable to each Class B Membership Interest to the extent necessary to cause such Class B Membership Interest to constitute a "profits interest" as provided in this Section, but not less than zero (such value, the "Threshold Value"). The Class B Membership Interests to be issued on the date of this Agreement (if any) have a Threshold Value of \$[]. By executing this Agreement, each Member authorizes and directs the Company to elect to have the "safe harbor" described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the "IRS Notice"), including any similar safe harbor in any finalized revenue procedure, revenue ruling or United States Treasury Regulation, apply to any Interest transferred to a service provider by the Company on or after the effective date of such final pronouncement in connection with services provided to the Company. For purposes of making such safe harbor election, the member designated as the "tax matters partner" pursuant to Section 10.1 hereof is designated as the "member who has responsibility for federal income tax reporting" by the Company and, accordingly, execution of such safe harbor election by the "tax matters member" constitutes execution of a "safe harbor election" in accordance with the IRS Notice or any similar provision of any final pronouncement. The Company and each Member hereby agree to comply with all requirements of any such safe harbor, including any requirement that a Member prepare and file all federal income tax returns reporting the income tax effects of each interest issued by the Company in connection with services in a manner consistent with the requirements of the IRS Notice or other final pronouncement. A Member's obligations to comply with the requirements of this section shall survive such Member's ceasing to be a Member and the termination, dissolution, liquidation and winding up of the Company.

3.8 Issuance of Additional Units and Options to Purchase Units.

(a) The Company may issue additional Units to new or existing Members for consideration, and on other terms and conditions, determined by the Managers, subject to the limitations and provisions of this Agreement, and the issuance of such Units may dilute the Vote and the Economic Interest of existing Units then outstanding; provided, however, that for so long as Cedric is a Class B Member, the Economic Interest of the Class B Members may

not be diluted from that interest set forth on Schedule 3.1 absent the approval of Cedric.

(b) In issuing such additional Units, the Managers may determine all restrictions and conditions applicable to such Units.

(c) No Person who acquires additional Units may be admitted as a Member unless the Managers specifically approve such admission and unless such Person executes and agrees to be bound by the provisions of this Operating Agreement.

(d) The Company may issue options to purchase Units for consideration, and on other terms and conditions, determined by the Managers, subject to the limitations and provisions of this Agreement. In issuing options to purchase Units, the Managers may determine all restrictions and conditions applicable to such Units as set forth in Section 3.8(b), above, the exercise price for such options, the term of such options, whether, upon exercise, the option holder will be admitted as a Member, and other terms and conditions as the Managers may determine to be appropriate. No Person who acquires additional Units pursuant to the exercise of an option may be admitted as a Member unless the Managers specifically approve such admission (either at the time of issuance of the option or upon exercise thereof) and unless such Person executes and agrees to be bound by the provisions of this Operating Agreement. No option holder will be treated as a Member or Assignee.

3.9 No Preemptive Rights. No Person has the pre-emptive right by reason of being a Member or Assignee to acquire any additional Units that the Company may issue.

3.10 Carry Over Capital Account. If any person transfers an interest in accordance with this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to such Units.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.1 Profits and Losses. Profits and Losses shall be allocated as set forth in Exhibit B.

4.2 Distribution of Available Cash. The Board will, on a quarter-annual or other basis, use Available Cash to make Tax Distributions. The Board shall determine whether or not to make further distributions of Available Cash to the Members. Available Cash, when distributed, shall be distributed in accordance with each Member's Economic Interest and the allocations set forth in Exhibit B; provided, however, that distributions other than Tax Distributions allocable to the Class B Units shall be paid as set forth on Schedule 3.1.

ARTICLE V MEMBER'S MEETINGS

5.1 Meetings.

(a) The Members may meet at such times and places, either within or outside the Commonwealth of Pennsylvania, as may be determined by the Managers.

(b) The Managers shall call a meeting of the Members promptly upon receiving the written request made by two or more Members holding Units entitled to Vote exceeding 10% of the outstanding Vote. Any written request will set forth the names and addresses of the Persons requesting the meeting and the subject matters that such Persons request be discussed at that meeting. The Persons requesting the meeting may present an explanation and discussion of the issues which, upon their request, the Managers will mail to the Members together with the Notice of the meeting.

(c) (i) When the Managers call a meeting, they shall provide at least 10 days' Notice (but not more than 60 days' Notice) of the date, time and place of the meeting to all Members, which Notice will include a description and (if the Managers deem it necessary or appropriate) a discussion of the issues to be discussed and/or Voted upon at the meeting.

(ii) When the Managers call a meeting, they shall determine the matters to be considered at the meeting, and whether any Units other than the Units with the right to Vote, will be entitled to Vote at the meeting.

(d) Meetings will be conducted in a manner the Managers determine to be fair and reasonable in the circumstances. In conducting meetings the Managers may, but are not obligated to, refer to sources such as *The Modern Rules of Order* or other similar publication setting forth a method of parliamentary procedure.

(e) The Managers may provide that meetings be held by telephone, internet, or other form of telecommunication.

(f) The Company shall have no obligation to conduct annual or special meetings or to keep minutes thereof.

5.2 Manner of Acting.

(a) Whether at a meeting or otherwise, the affirmative Vote of Members holding a Majority Interest shall be the act of the Members unless Voting by Class or the Vote of a greater or lesser proportion or number is otherwise required by this Operating Agreement or by the Managers.

(b) Any action that may be taken by Members at a meeting may be taken by the written consent of Members holding the Percentage Membership Interests that would be required to approve such action at a duly held meeting.

(c) Unless otherwise expressly provided herein or required under applicable law or determined by the Managers, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members Vote, may Vote upon any such matter and such Vote shall be counted in the determination of whether the requisite matter was approved by the Members.

5.3 Proxies. At all meetings of Members, a Member may Vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be delivered to the Managers before or at the time of the meeting. No proxy shall be valid after

eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

ARTICLE VI MANAGEMENT AND CONTROL

6.1 Management. The Business and affairs of the Company shall be managed by its Managers. The Managers acting as a board of managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Notwithstanding anything to the contrary herein, holders of each Class of Membership Interests shall have those rights applicable to such Class of Membership Interest as are set forth from time to time herein.

6.2 Number; Tenure and Qualifications.

(a) The Company shall initially have three Managers. The initial Managers are the Initial Members. The Managers shall be appointed, from time-to-time by the affirmative Vote of the Members entitled to Vote holding at least a Majority Interest.

(b) Managers shall not be required to stand for election at any time. If any Manager resigns, is removed pursuant to Section 6.9, or otherwise ceases to function as a Manager, the Members of the Class entitled to Vote may, by the affirmative Vote of a Majority Interest, replace such Person.

(c) Each Manager shall hold office until his or her death, resignation or removal pursuant to Section 6.9.

(d) The Managers may hold meetings within or outside of the Commonwealth of Pennsylvania, in person or by telephone, internet, or other form of telecommunication. Meetings may be called by any Manager upon at least two (2) days, but not more than thirty (30) days, written notice.

(e) Any action that may be taken by Managers at a meeting may be taken without a meeting if such action is approved in writing by the number of Managers that would be required to approve such action at a duly held meeting.

6.3 Certain Powers of the Managers.

(a) Without limiting the generality of Section 6.1 (but subject to other limitations contained in this Operating Agreement), the Managers shall have power and authority on behalf of the Company and without a Vote of the Members being necessary to do and perform all acts as may be necessary or appropriate to the conduct of the Business. Unless a greater percentage is required, Managers may act by Vote of a majority of the Managers then in office.

(b) Managers may authorize the issuance of additional Units as contemplated in Section 3.8 of this Operating Agreement; and subject to the limitations contained herein with respect to Class B Units.

(c) Notwithstanding the provisions of the Act to the contrary, no Manager has the authority to act on behalf of the Company unless authorized to do so by a resolution of the Managers. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by all Managers as to:

(i) The identity of any Manager or owner of any Unit, and whether such owner is a Member;

(ii) The existence or non-existence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by any Manager or which are in any other manner germane to the affairs of the Company; or

(iii) The Persons who are authorized to execute and deliver any instrument or document of the Company.

(d) The Managers (or the Members in the absence of any Manager) may (but are not required to) appoint officers for the Company. When appointing officers, the Managers may delegate to any one or more of the officers such of the Managers' authority under this Operating Agreement as the Managers (or the Members in the absence of any Manager) may determine to be appropriate. In the absence of a specific delegation to the contrary, officers appointed by the Managers shall have the same direct and implied duties, rights and responsibilities as are provided for such corresponding officers under the Pennsylvania Business Corporation Law of 1988, as amended, and general corporate practice. In the absence of any Manager or any officer, the Members shall act as the Managers until the Members appoint one or more Managers pursuant to this Agreement. The officers of the Company until changed by the Managers are set forth on Schedule 6.3 hereto

(e) The Members may require by Vote of a Majority Interest that the Managers prepare, for any year a budget and operating plan which will set forth in appropriate detail the Company's anticipated activities, expenditures, and accomplishments during such period of time. If required, the budget and operating plan will set forth specifically the amount, payee, and timing of all anticipated payments to Affiliates. The Managers shall amend such budget and operating plan when material changes occur and otherwise as they determine appropriate or necessary. If a budget is required, the Managers shall provide a copy of the budget and operating plan and each amendment thereto or modification thereof to each Member.

(f) Any Manager may take the following actions on behalf of the Company without further authorization from the Managers or the Members:

(i) Deposit any funds received by the Company in the Company's bank accounts or accounts at other financial institutions;

(ii) Execute on behalf of the Company checks to satisfy regularly recurring obligations of the Company;

(iii) Delegate to employees responsibility for the day-to-day management and operation of the Company's affairs in accordance with authorization previously given by the Managers;

(iv) Open bank accounts or accounts at other financial institutions on behalf of the Company;

(v) Execute letters of intent or memoranda of understanding regarding general business terms of transactions to be considered by the Company provided that such letters or memoranda are non-binding on the Company (except with respect to confidentiality terms, return of due diligence information, and the requirement that each party bear its own expenses);

(vi) Purchase liability or other insurance with respect to the Company's assets and activities; and

(vii) Take any action specifically authorized by the Managers, or allocated to such Manager in any operating plan or budget adopted by the Managers.

(g) Any Manager may appoint another Manager, but not another person, to act as proxy for the Manager in making decisions, casting votes or executing statements of consent in such person's capacity as Manager.

(h) Notwithstanding anything to the contrary contained herein, including any limitation of Section 6.4, any two (2) Managers, provided that one of them is Joseph J. Frank, may incur liabilities and/or cause the Company to expend, or cause the Company to be obligated for an amount (whether in a single transaction or through a series of related transactions) up to an aggregate of One Million Dollars (\$1,000,000 for the purpose of carrying on the Business of the Company whether or not included in the budget and operating plan without the need for a vote of Members. In furtherance thereof, Joseph J. Frank, as president, acting alone but with the approval of another Manager (which approval shall be conclusively presumed by execution of any document by Joseph J. Frank), may execute and deliver such promissory notes (including those containing warrants of attorney to confess judgment against the Company), mortgages, security agreements, and other documents or instruments and pledges of any and all Company property as the president may from time to time determine to evidence and secure such obligations.

6.4 Limitations on Authority. Notwithstanding any other provision of this Operating Agreement or the Act, except as set forth in Section 6.3(h) above, no Manager shall cause or commit the Company to do any of the following (whether or not for the purposes of the Business of the Company) without the Vote of all of the Managers then in office and a Supermajority of the Members:

(a) sell all of its assets as part of a single transaction or plan, or

(b) enter into a transaction with an Affiliate where the amount to be paid to or received from the Affiliate is greater than \$25,000 per year not contemplated herein or in any operating plan or budget adopted as contemplated in Section 6.3(e); or

(c) mortgage, pledge, or grant a security interest (collectively, "pledge") in any property of the Company not in the ordinary course of Business; or

(d) lend money to or guaranty or become surety for the obligations of any Person, except in connection with a sale/leaseback transaction.

6.5 Liability for Certain Acts.

(a) Each of the Managers shall perform his duties as Manager in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent Person in a like position would use under similar circumstances. A Manager who so performs the duties as Manager shall not have any liability to the Company or the other Members by reason of being or having been a Manager of the Company. The Managers do not, in any way, guarantee the return of the Capital Contributions of any Member or Assignee, or a profit from the operations of the Company. The Managers shall not be liable to the Company or to any Member or Assignee for any loss or damage sustained by the Company or any Member or Assignee, unless the loss or damage shall have been the result of fraud, deceit, gross negligence or willful misconduct.

(b) If any Manager incurs a debt or obligation on behalf of the Company not otherwise authorized by this Agreement or the Managers, or takes any action beyond such Person's authority as set forth in this Operating Agreement, such Manager shall be solely responsible for any and all resulting damages to the Company and to the other Members.

6.6 Duty to the Company.

(a) Persons serving as Managers and officers of the Company are expected to devote such time and effort to the Business as they determine to be appropriate or necessary in the circumstances. This provision is for the benefit of the Company and may only be enforced by the Company; the Members and Assignees have no right to enforce this provision on their own behalf.

(b) Except as otherwise agreed in writing between such Person and the Managers, no Person who is a Member (other than a Manager) shall be required to devote any time to the management of the Company, and such Person may have other business interests and may engage in other activities in addition to those relating to the Company.

(c) Cedric shall, and as is reasonable under the circumstances giving effect to personal and family matters, shall cause Estelle, to devote his and her full exclusive time and exclusive attention to the business and operation of the Bistro and Bakery and to the success of the Bistro and Bakery in a fiduciary capacity to and on behalf of the Members. Cedric agrees and acknowledges that the Initial Members are making a substantial and material commitment the Business and to the Bistro and Bakery Business, that without such commitment by the Initial Members, the Bistro and Bakery Business would not exist, and that Cedric's commitment to devote his full time and attention to the Bistro and Bakery Business is a material inducement to the commitment by the Initial Members to the Bistro and Bakery Business.

6.7 Fiduciary Duties.

(a) To the fullest extent permitted by the Act, no Class F Member or Manager has fiduciary duties with respect to the Company or any other Member, Assignee, or Manager under the Act other than the contractual obligation of good faith and fair dealing. To the extent that, under the Act, the law of agency, or common law or any other law or at equity, a Class F Member, Assignee, Manager, or Officer of the Company has duties or obligations to the Company or to a Member, Assignee, Manager or other Person who is a party to this Agreement, that Member, Assignee, Manager or officer of the Company shall not be liable to the Company or to any other Member, Assignee, Manager or Person for its good faith reliance on this Agreement; provided, however, notwithstanding the foregoing, and for purposes of clarity and the avoidance of doubt, Cedric agrees to (and to the extent relevant, to cause Estelle Barbaret) to devote his and her best efforts and full-time business attention to the development, operation and success of the Bistro Business and the Bakery solely for the benefit of the Company and the Members as set forth above.

(b) Specifically, and without limitation of the generality of the waiver contained in Section 6.7(a), any Class F Member and any Manager who is or who represents a Class F Member may compete with the business of the Company, is not required to refrain from dealing with the Company in the conduct or winding up of the Company's business as or on behalf of a party having an interest adverse to the Company, and is not obligated to account to the Company and hold as trustee any property, profit, or benefit derived by the Manager in the conduct or winding up of the Company's business or derived from the use by the Manager of property of the Company, including (without limitation) an appropriation of an opportunity of the Company.

6.8 Indemnity of the Managers, Officers, Employees and Other Agents.

(a) Subject to Section 6.5, the Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. The Company shall indemnify its officers, employees and other agents who are not Managers and make advances for expenses to the maximum extent permitted under the Act.

(b) (i) Notwithstanding any other provision of this Operating Agreement, no Manager, officer, employee, or agent shall be liable to any Member or Assignee or to the Company with respect to any act performed or neglected to be performed in good faith and in a manner which such Person believed to be necessary or appropriate in connection with the ordinary and proper conduct of the Business or the preservation of its property, and consistent with the provisions of this Operating Agreement.

(ii) The Company shall indemnify its Managers, officers, employees, or agents for and hold them harmless from any liability, whether civil or criminal, and any loss, damage, or expense, including reasonable attorneys' fees, incurred in connection with the ordinary and proper conduct of the Business and the preservation of the Business and the Company's property, or by reason of the fact that such Person is or was a Manager, officer, employee, or agent; provided, the Person to be indemnified acted in good faith and in a manner such Person believed to be consistent with the provisions of this Operating Agreement and in the best interests of the Company; and that with respect to any criminal action or

proceeding, the Person to be indemnified had no reasonable cause to believe the conduct was unlawful.

(iii) The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that indemnification is not available hereunder. The Company's obligation to indemnify any Manager, officer, employee, or agent hereunder shall be satisfied out of the Company's assets only, and if the Company's assets are insufficient to satisfy its obligation to indemnify any Manager, such Person shall not be entitled to contribution from any Member.

No amendment of this provision for indemnification or advancement of expenses shall have the effect of limiting the rights of any person previously serving as a Manager, officer, employee or agent of the Company to indemnification or advancement of expenses pursuant to this section.

6.9 Removal and Resignation.

(a) At a meeting called expressly for that purpose, Members holding a Supermajority Interest may remove all or any lesser number of Managers, with or without cause.

(b) Any Manager of the Company may resign at any time by giving written notice to the Company. The resignation shall take effect upon receipt of notice thereof unless the Manager agrees to accept such resignation to be effective at a later time as shall be specified in such notice.

(c) The removal or resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member, and shall not constitute a withdrawal of a Member.

6.10 Vacancies. To the extent a vacancy occurs within the number of Managers for any reason, the Managers may (but are not required) by a Vote of a majority of the remaining Managers fill such vacancy.

6.11 Compensation; Reimbursement; Organization Expenses.

(a) The Managers with the concurrence of Members holding at least a Majority Interest may from time-to-time establish the compensation to be paid to the Managers and any officer, employee, or agent, including in the form of guaranteed distributions for any Member. Such compensation and guaranteed distributions shall be paid from the Company's revenue before the Company makes any distributions to the Members. No Person shall be prevented from receiving such compensation by reason of the fact that he or she is also a Member of the Company.

(b) The Company shall reimburse its Managers, Members, and others who incur expenses on behalf of the Company as the Managers may from time-to-time authorize. It is not intended that the reimbursement of a Manager, Member or other Person result in a profit, however, reimbursement may include an overhead charge not to exceed 10% of the amount of the expenses to be reimbursed.

ARTICLE VII
RIGHTS AND OBLIGATIONS OF MEMBERS

7.1 Limitation of Liability. Each Member's liability shall be limited to the maximum extent possible as set forth in this Operating Agreement, the Act and other applicable law. A Member shall not be personally liable for any debts or losses of the Company beyond his, her or its respective Capital Contributions. Any Member may, however, voluntarily agree to be liable on a debt or obligation of the Company by entering into a separate written agreement or other undertaking with an obligee or creditor of the Company; provided, however, no Member may commit another Member to be liable on a debt or obligation of the Company unless authorized to do so in writing by such other Member.

7.2 Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions and any obligation of the Member or Assignee to make Capital Contributions pursuant to the provisions hereof, if any.

7.3 Member Guarantee Provision.

(a) The Company (through its Managers) may, in the ordinary course of Business, request that one or more Members or Assignees guarantee all or a portion of the Company's indebtedness to a Bank as a condition of the Bank being willing to advance funds to the Company. To the extent that one or more Members or Assignees guarantee indebtedness to any Bank, the Company may pay compensation to such guarantors as the Managers deem appropriate in the circumstances. The Company agrees that to the extent any guarantor of the Company's indebtedness is obligated to pay any amount pursuant to such guarantee, the guarantor will have a claim against the assets of the Company that is in preference to the claim of any Member, Assignee or other holder of Units. The Managers do not have to offer an opportunity to guarantee the Company's indebtedness to any Member or Assignee.

(b) If any Lender to the Company requires the Members' guaranty of all or a portion of such debt and the Managers request the Members to provide such guarantee, if any Member fails to provide such guarantee, the Managers may dilute such Member's Membership Interest in amount determined in their reasonable judgment.

7.4 Loans and Interest Bearing Advances. Members, Assignees, and Managers may make secured or unsecured loans and interest bearing advances to the Company. Any such loans or advances shall be approved unanimously by the Managers, be segregated in a loans payable account, and shall bear interest at the prime rate prevailing from time-to-time while such advances are outstanding, as reflected by the prime rate published as such in the Money Rates (or corresponding) section of the Wall Street Journal, or at such other rate as may be approved by the Managers. Any Member, Assignee or Manager who makes a loan to the Company which has been approved by the Managers as set forth herein will have the right to take a security interest in the Company's assets, enforce loan covenants, foreclose on collateral, and take other actions as a creditor without violating any statutory, fiduciary, contractual or other duty owed to the Company.

7.5 Members and Assignees Have No Agency Authority. Except as expressly provided by resolution of the Managers, No Member or Assignee (in their capacity as

Members and Assignees) shall have any agency authority to take any action on behalf of the Company, whether or not such Person is a Member.

7.6 Applicability of Article 8 to Units. Units representing Membership Interests and Economic Interests are not intended to be governed by Article 8 of the Uniform Commercial Code ("UCC") as adopted in Pennsylvania, and thus Units will not be represented by a certificate. Notwithstanding the forgoing, the Members agree that the Managers may, if requested by any Lender to the Company or for any other reason, certificate the Units so that the Units shall constitute and be deemed a "security" within the meaning of the UCC, and shall be governed by and subject to Article 8 of the UCC and the Uniform Commercial Code of any other applicable jurisdiction. In such case, the Company shall issue a certificate evidencing the Member's interest in the Company in such form as may be approved by the Managers; provided that in addition to any other legend from time to time required by this Agreement, such certificate shall be stamped or otherwise imprinted with a legend substantially similar to the following (in addition to any legends evidencing restrictions required under other applicable federal or state laws):

THIS CERTIFICATE REPRESENTS UNITS OF LLC
MEMBERSHIP INTEREST THAT ARE "SECURITIES"
AS DEFINED IN AND GOVERNED BY ARTICLE 8 OF
THE PENNSYLVANIA UNIFORM COMMERCIAL CODE
(AND THE CORRESPONDING PROVISIONS OF ANY
OTHER STATE'S UNIFORM COMMERCIAL CODE), AS
THE SAME MAY BE AMENDED.

The foregoing is not intended to admit that a Unit is subject to the applicability of federal or state laws regulating the offer or sale of securities as that term is defined in such laws. This Section 7.6 shall not be amended by the Company, the Managers or the Members without the prior written consent of any lender of the Company that is a pledgee of any of the Company's outstanding Units.

7.7 Expulsion of Members.

(a) Upon recommendation by the Managers, Members holding a Majority Interest may (by consent or by vote) expel a Member from the Company; provided that if such expulsion is for any reason other than "cause" (as defined below), after expulsion the Member being expelled has no personal liability on any debt of the Company or to any Member; and further provided, if Cedric is expelled without "cause", Cedric shall be entitled to the severance payments provided for in Schedule 3.1. For purposes of clarity and the avoidance of doubt, if a Member has personal liability on any debt of the Company or is obligated to any Member for debt arising out of the Business of the Company, the Members may not expel such Member without cause unless the Member(s) being expelled harmless are released from any liability resulting from all such debt. Such release may constitute cancellation of indebtedness, and in such case, the expelled Members shall be solely liable for any income tax incurred in connection with such cancellation of indebtedness. An expelled Member shall be treated for all purposes as a creditor of the Company to the extent of the amount owed to such expelled Member for his Membership Interest, and such expelled Member shall not be entitled to participate in any distributions (whenever declared) which occur after the date of expulsion or to vote. Without

limiting the forgoing, for purposes of clarity and avoidance of doubt, if Cedric is expelled from Membership for any reason other than "cause" (hereafter defined), any loans to him by the Company or any of the Members or any obligations under the Barbaret Guaranty (as set forth on Schedule 3.1) or under any bank debt shall be forgiven; and any restrictions and/or prohibitions relating to any non-competition agreement will no longer be applicable to Cedric.

(b) For purposes of this Agreement with respect to Cedric, "cause" shall mean: (i) breach of the provisions of this Agreement not cured by Cedric within such reasonable time as may be specified by the Managers in those situations where such an event can be cured and a reasonable amount of time to cure is warranted; (ii) failure to submit to the Managers by December 1 of each year a reasonably acceptable Operating Budget and if requested by the Managers, a Management Plan, for the following year (provided, however, that submission of any such plan shall not be construed to be an approval thereof); (iii) commission of any act, on or off the premises, which could reasonably be construed to be a violation of a law, other than minor traffic violations, including actions constituting sexual harassment (if complaint were made); and (iv) the repeated occurrence after notice of conduct on the premises that in the opinion of a reasonable man would constitute an act that is or could be materially harmful to the Bistro and Bakery Business.

ARTICLE VIII TRANSFER OF MEMBERSHIP AND MEMBERS' INTERESTS

8.1 General Restriction. No Member may Transfer all or any part of such Member's Interest, directly or indirectly, except as provided in this Agreement. Any purported Transfer or purported purchase of a Membership Interest or a portion thereof in violation of the terms of this Agreement shall be null and void and of no effect. A permitted Transfer shall be effective as of the date specified in the instruments relating thereto. Any transferee desiring to make a further Transfer shall become subject to all the provisions of this **Article VIII** to the same extent and in the same manner as any Member desiring to make any Transfer. A Member shall have the right to withdraw as a Member of the Company, at any time and thereafter become a creditor of the company to the extent of any amount owed to him pursuant hereto. No withdrawal shall permit the withdrawing Member to demand or compel payment for his Economic Interest. Any withdrawing Member shall be liable to the Company for any damages incurred by the company resulting from such withdrawal, and the Company may offset such damages (as determined by the Managers) from amounts owed to the Member.

8.2 Permitted Transfers.

(a) Each Member shall have the right to Transfer, but not to substitute the transferee as a substitute Member in such Member's place, except in accordance with Section 8.3, by a written instrument, all or any part of such Member's Interest, if, and only if such Transfer has been approved by a Supermajority of the Managers; provided, however, that (i) any Member may Transfer a portion or all of its Member's Interest to any Person that is an Affiliate of or controlled by such Member, (ii) such transferee shall be deemed to be an additional or substitute Member as of the date of such Transfer, (iii) as of the date of such Transfer, such Transfer shall have been deemed approved in accordance with Section 6.4, and (iv) each Member agrees to take such action and execute such documents as such transferee may deem reasonably necessary and appropriate for such transferee to become a

substitute or additional Member.

(b) Unless and until admitted as a substitute Member pursuant to Section 8.3, a transferee of a Member's Interest in whole or in part shall be an assignee of an Economic Interest only, and shall not be entitled to participate in the management of the business and affairs of the Company or to become or to exercise the rights of a Member, including the right to Vote, the right to require any information or accounting of the Company's business or the right to inspect the Company's book and records. Such transferee shall only be entitled to receive, to the extent of the Membership Interest transferred to such transferee, the share of distributions and profits, including distributions representing the return of Capital Contributions, to which the transferor would otherwise be entitled with respect to the Transferred Interest. The transferor shall have the right to Vote such Transferred Interest until the transferee is admitted to the Company as a substituted Member with respect to the Transferred Interest.

8.3 Substitute Members. No transferee of all or part of a Member's Interest shall become a substitute Member in place of the Transferor unless and until:

(a) the transferee has executed an instrument in form and substance reasonably satisfactory to the Board accepting and adopting the terms and provisions of the Certificate and this Agreement;

(b) the transferee has caused to be paid all reasonable expenses of the Company in connection with the admission of the transferee as a substitute Member;

(c) the Transfer, either alone or in conjunction with other events or circumstances, does not constitute an event of default under any documents or agreements between the Company and any bank or third party; and

(d) all other and additional terms and conditions required by the Board relating to the Transfer and compliance with applicable laws, including the receipt of appropriate opinions of legal counsel as to such matters as the Board may require, have been received in form and substance satisfactory to the Board.

Upon satisfaction of all the foregoing conditions with respect to a particular transferee, the Board shall cause the books and records of the Company to reflect the admission of the transferee as a substitute Member to the extent of the Transferred Interest held by the transferee.

8.4 Effect of Admission as a Substitute Member. A transferee who has become a substitute Member has, to the extent of the transferred Membership Interest, all the rights, powers and benefits of, and is subject to the restrictions and liabilities of a Member under, the Certificate, this Agreement and the Act. Upon admission of a substitute Member, the Transferor of the Membership Interest so held by the substitute Member shall cease to be a Member of the Company to the extent of such transferred Membership Interest.

8.5 Tag-Along Right. If one or more Members owning a Majority Interest in Membership Interests of any class (the "Selling Member(s)"), in one or a series of related transactions, intend to sell or transfer a majority of the outstanding Interests of any class,

then as a condition to such sale or transfer, the Selling Member(s) must first provide written notice of such sale or transfer (the "Tag-Along Notice") to each other class Member stating that such other Member may elect to participate in the sale with respect to its Interests by delivering written notice to the other class members and the Selling Members(s) within 10 days after receipt of the Tag-Along Notice. If any Members ("Electing Members") so elect to participate in the sale, then the Selling Member(s) must use their best efforts to obtain the agreement of the prospective purchaser to purchase the Interests offered by the Electing Members in addition to the Interests of the Selling Member(s). If the prospective purchaser does not agree to purchase all of the Interests offered by the Electing Members and the Selling Member(s), the Selling Member(s) and each Electing Member shall be entitled to sell to the prospective purchaser (on a pro rata basis), at the same price and upon the same terms and conditions as the Selling Member(s), Interests equal to the product of (a) the quotient of (i) the Interests owned by such Member divided by (ii) the aggregate Interests owned by the Selling Members and all Electing Members, multiplied by (b) the aggregate Interests to be sold to the prospective purchaser. No Selling Member shall sell or otherwise transfer all or a portion of its Interests to the prospective purchaser if the prospective purchaser declines to allow the participation of any Electing Member in accordance with this Agreement. Any sale or other transfer to which this Section 8.5 applies shall close on the 45th day following the delivery of the Tag-Along Notice or on such other date as the Selling Members, the Electing Members and the prospective purchaser agree among themselves.

8.6 Drag Along Rights. Each Member and Manager hereby covenants and agrees that he or it will Vote for, consent to and raise no objections against any Approved Sale (hereafter defined). If the Approved Sale is structured as (i) a merger (including one in which the Company is the surviving entity) or consolidation or a sale of all or substantially all of the Company's assets, each holder of Interests in the Company will waive any dissenter's rights, appraisal rights or similar rights in connection with such merger or consolidation or sale of all or substantially all of the Company's assets, and will not otherwise exercise any such right, or (ii) a transfer of Interests of the Company (including by recapitalization, consolidation, reorganization, combination or otherwise), each Member will agree to sell all of his or its Interests of the Company and any rights to acquire Interests of the Company on the terms and conditions reasonably approved by a Supermajority of Initial Members (or Managers representing the Initial Members). Each Member and Manager will take all reasonable actions in connection with the consummation of the Approved Sale as reasonably requested by the Supermajority of Initial Members (or Managers representing a Supermajority of Initial Members). "Approved Sale" means a strategic transaction, such as a merger, consolidation or sale of control of the Company or any Class of Units thereof, or the sale of all or substantially all of the Company's assets or those relating to any class of units, or the sale of more than 50.1% of the Interests or any Class of Interests to, one or more third parties approved by a Supermajority of the Initial Members (or Managers representing a Supermajority of the Initial Members), and the price to be paid to the Initial Members for their Interests represents not less than a ten percent (10%) annually compounded internal rate of return on the Initial Members' Interests.

8.7 Bankruptcy; Permanent Disability or Death of a Member. Upon a Member's Bankruptcy, (i) the Member's right to serve or appoint individuals to serve on the Board and to Vote the Member's Membership Interest shall cease, and the only right such Member shall have in the Company shall be the right to receive allocations of Net Profit

and Net Loss, and distributions from time to time made by the Company as provided in this Agreement, although such Member shall have no right to compel any distribution; and (ii) upon a Member's Bankruptcy, or the death or the permanent disability (which for purposes hereof, shall mean the inability of an individual to perform the normal and customary functions performed by such individual prior to the event causing disability for more than six (6) consecutive months or for more than nine (9) months in any rolling two (2) year period) of any individual Member or, with respect to any Interest owned by an Entity, the principal direct or indirect owner of such Entity Member, the Company may (without consideration of such disabled individual's or his Affiliate's Vote), at any time, upon notice to the Member (or to the Entity Member), compel the Member to sell the Member's Membership Interest or so much thereof as the Company may require to the Company or its designee at the price and on the terms and conditions set forth in Section 8.8 below.

8.8 Redemption Price, Closing and Terms of Payment.

(a) The redemption price to be paid for Membership Interests (or portions thereof) redeemed by the Company shall be equal to the Fair Market Value; provided, however, that if a Member is expelled from the Company for reasons of (i) misconduct that in the reasonable opinion of the Managers would harm the brand and image of the Business (for example, and without limitation, creditable allegations of sexual or other types of harassment of employees or customers or drug or alcohol abuse visible to the public or the Company employees), (ii) acts of fraud, embezzlement, theft, or other criminal actions, (iii) willful refusal to follow the dictates of Company management which continues after a warning to comply, (iv) public disrespect for any Manager, (v) breach of Section 11.1 or Section 11.2 as determined by the Managers and not cured to the Managers' reasonable satisfaction within twenty (20) days of notice or such greater or lesser time as the Managers may determine under the circumstances, or (vi) any other action that is reasonably considered in commercial business to be "just cause" for termination of an employee, the redemption price shall be reduced by fifty percent (50%). Such redemption price shall be paid pursuant to Section 8.8 (c).

(b) The closing for any redemption of Membership Interests (or portions thereof) provided for in this **Article VIII** shall be held at the executive offices of the Company or at the Company's attorney's office, at the election of the Company, at 10:00 a.m. prevailing time in Lancaster, Pennsylvania on the fifteenth Business Day after the determination of the redemption price of the Membership Interest to be redeemed.

(c) The redemption price for the redemption and liquidation of Membership Interests (and portions thereof) pursuant to this **Article VIII** hereof shall be paid as follows: (i) in cash to the extent of insurance proceeds received with respect to the death of a Member, (ii) to the extent not paid in full from insurance proceeds, the remaining balance shall be paid, if (A) less than \$25,000, in cash; (B) if more than \$25,000 up to \$96,000, in twelve (12) equal monthly installments; (C) if more than \$96,000, up to \$250,000, in thirty-six (36) equal monthly installments; and if more than \$250,000, in sixty (60) monthly installments, in each case with interest payable for each annual period at the prime rate of interest as published in the *Wall Street Journal* on the first day of each annual period to be applicable for such annual period. The Company may prepay at any time and from time to time all or any part of the unpaid principal of such purchase price. The Company's obligation shall be evidenced by a Company promissory note (the

"Redemption Note"), in form substantially similar as to material provisions to the promissory note(s) issued by the Company to its principal bank from time to time; and in the absence of any bank debt, in form similar to promissory notes required by the Company's depository bank.

8.9 No Right of Employment. No right of employment of any Member or of the individual holder of any Member's equity interests is implied either by ownership of a Membership Interest or by any provision of this Agreement. Notwithstanding the forgoing, the Members acknowledge that if Cedric's engagement with the Bistro and Bakery Business is terminated without "cause", as defined in Section 7.7, Cedric will be entitled as Cedric's sole remedy to the termination compensation provided for in Schedule 3.1, subject to the conditions therein specified.

8.10 Prohibition of Redemption. In the event a redemption of all or a portion of a Membership Interest pursuant to this Agreement is prohibited or would cause a default under the terms of this Agreement or any loan document or other agreement, instrument or law to which the Company is a party or may otherwise be bound, the obligations of the Company and the rights of Members pursuant to this Article VIII shall be suspended until such time as such prohibition first lapses or is waived and no such default or violation would be caused. In the event of the suspension of obligations to redeem and liquidate a Membership Interest (or portion thereof), the Company agrees to use its best efforts consistent with reasonable business judgment but subject to the other provisions of this Agreement, to obtain any necessary waivers to permit payment of the redemption price. In no event shall the Company be obligated hereunder to incur any debt, refinance any existing debt, or issue additional Membership Interests.

8.11 Optional Dissolution. At any time in which the Company is obligated or permitted to redeem a Member's Interest and there are not life insurance proceeds available to fund the redemption, the Company may, by Vote of a Supermajority of the Managers, elect to dissolve the Company, in which case all Members or all the Members of such class, as the case may be, shall be governed by such Vote or the Class of the Company involved.

ARTICLE IX DISSOLUTION AND TERMINATION

9.1 Events Causing Dissolution. The Company shall be dissolved and its affairs wound up upon the first to occur of the following events:

- (a) The Vote of a Supermajority of the Members or Managers;
- (b) The sale, Transfer or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom;
- (c) The death, retirement, resignation, insanity, expulsion, bankruptcy or dissolution of Members holding fifty percent (50%) or more of the Membership Interests, unless the remaining Member(s) elect to continue the business of the Company by the consent of not less than a majority of the profits interests and a majority of the capital

interests, within the meaning of Revenue Procedure 94-46, 1994-2 Cumulative Bulletin 688, owned by all the remaining Members;

(d) The entry of a decree of judicial dissolution pursuant to Section 8972 of the Act; or

(e) As otherwise required by law.

9.2 Cash Distributions Upon Dissolution.

(a) Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 9.1, the Board shall proceed to wind up the affairs of and liquidate the Company and any cash and proceeds therefrom shall be applied and distributed in the following order of priority:

(i) First, to the payment (or the making of reasonable provision for payment) of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that May have been made by any of the Members to the Company) and the expenses of liquidation including the establishment of any Reserves (including without limitation, any Reserves for any contract, tort or other legal claim against the Company relating thereto) which the Board may reasonably deem necessary for any contingent, conditional or be paid over by the Company to an escrow agent to be held for disbursement in payment of any of the aforementioned liabilities and, at the expiration of such period as shall be reasonably deemed advisable by the Board, for distribution of the balance in the manner provided in this **Article IX**;

(ii) Second, to the payment of any amounts due and payable to the Members whose Membership Interests are subject to a separate written agreement;

(iii) Finally, the remaining balance, if any, to the Members, in proportion to their respective positive Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods, subject, however, as to Class B Members, the provisions of Schedule 3.1 hereto.

(b) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Regulations § 1.704-1(b), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Deficit Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(c) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(d) The Managers shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

9.3 In-Kind. Notwithstanding the foregoing but subject to Section 8974 of the Act, in the event the Board shall determine that an immediate sale of part of or all of the Property would cause undue loss to the Members, or the Board determines that it would be in the best interest of the Members to distribute the Property to the Members in-kind (which distributions do not, as to the in-kind portions, have to be in the same proportions as they would be if cash were distributed, but all such in-kind distributions shall be equalized, to the extent necessary, with cash), then the Board may either defer liquidation of, and withhold from distribution for a reasonable time, any of the Property except that necessary to satisfy the Company's debts and obligations, or distribute the Property to the Members in-kind.

9.4 Return of Contribution Non-recourse to Other Members. Except as required by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of his Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution or any preferential return of one or more Members, such Members shall have no recourse against any other Member.

9.5 No Action for Dissolution. The Members acknowledge that irreparable damage would be done to the goodwill and reputation of the Company if any Member should bring an action in court to dissolve the Company under circumstances where dissolution is not required by Section 9.1. Accordingly, except where the Board has failed to liquidate the Company as required by Section 9.1, each Member hereby to the fullest extent permitted by law waives and renounces such Member's right to initiate legal action to seek dissolution of the Company or to seek the appointment of a receiver or trustee to wind up the affairs of the Company, except in the cases of fraud, violation of law, bad faith, gross negligence, willful misconduct or willful violation of this Agreement.

ARTICLE X TAX MATTERS AND ACCOUNTING

10.1 Tax Matters Member. A Manager designated by the Board from time to time shall serve as the Company's Tax Matters Member, and shall act for the Company in all tax matters which might arise under this Agreement, including making any elections that may be available to the Company, in the manner in which such Manager believes to be in the best interests of the Company. The Tax Matters Member shall use its best efforts to keep all Members informed as to all material discussions and correspondence with the Internal Revenue Service regarding tax matters affecting the Company. Any reasonable costs incurred by the Tax Matters Member for retaining accountants and/or attorneys on behalf of the Company in connection with any Internal Revenue Service audit of the Company or such Manager's representation of the Company in tax matters shall, unless otherwise determined by the Company's accountant, be expenses of the Company. Unless otherwise designated by the Board, the President shall be the Tax Matters Member.

10.2 Indemnity of Tax Matters Members. To the maximum extent permitted by applicable law, the Company shall indemnify and reimburse the Tax Matters Member for all expenses (including reasonable legal and accounting fees) incurred as Tax Matters Member pursuant to this Article X in connection with any administrative or judicial

proceeding with respect to the tax liability of the Members as long as the Tax Matters Member has determined in good faith that the Tax Matters Member's course of conduct was in, or not opposed to, the best interest of the Company. The taking of any action and the incurring of any expense by the Tax Matters Member in connection with any such proceeding, except to the extent provided herein or required by law, is a matter in the sole discretion of the Tax Matters Member.

10.3 Preparation of Tax Returns. The Tax Matters Member shall arrange for the preparation and timely filing of all returns of Company income, gains, deductions, losses and other items necessary for Federal, state and local income tax purposes and shall use all reasonable efforts to furnish to the Members within ninety (90) days of the close of the taxable year a Schedule K-1 and such other tax information reasonably required for Federal, state and local income tax reporting purposes. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the cash or accrual method of accounting for Federal income tax purposes, as the Management Committee shall determine in its sole discretion in accordance with applicable law.

10.4 Taxation as a Partnership. No election shall be made by the Company or any Member for the Company to be excluded from the application of any of the provisions of Subchapter K, Chapter I of Subtitle A of the Code or from any similar provisions of any state tax laws.

10.5 Accountants and Legal Counsel. The Company's accountants, auditors, bookkeepers, and legal counsel (which may be the accountant, auditor, bookkeeper, or legal counsel for any of the Members or their Affiliates, and such relationship shall not destroy the "independence" of such accountant or legal counsel) shall be the individuals and firms selected by the Initial Members, for so long as any Initial Member is a Member, and thereafter, by the Board of Managers,. The Company and the Members agree and acknowledge, acting with the independent advice of their separate legal counsel, that to the extent permissible in the event a conflict of interest arises in the representation of the Initial Members or any Affiliate thereof and the Company, the individuals and the firm in which the individuals actively involved in representing the Company are part may at their option continue to represent the Initial Member or the Initial Member's Affiliate, even in matters involving the Company as to which the Company has disclosed confidential information and Company Information, and the Company and the Members shall under no circumstances seek to disqualify either the individuals or the firm as a result of such conflict.

10.6 Inspection of Books and Records.

(a) Upon reasonable Notice to the Company, the Class F Members, but not the Class B Members (at their own expense) shall have the right to inspect the Company's books and records during normal business hours in a manner the Managers reasonably believe will minimize any adverse impact of such inspection on the Business and to minimize the disclosure of Company Information.

(b) If requested by any Class B Member in writing and at the Class B Member's expense (which the Managers may collect by offset of any distribution to the Class B Members if not paid on demand), the Managers, acting on behalf of the Company, shall retain

the Accountants, or at their discretion choose and hire a qualified independent auditor to conduct an audit of the Company's financial information relating to the Bistro and Bakery Business (not more than once per fifteen month period). Upon completion of such audit, the Company shall make the results and any reports available to all Members. If the audit reveals discrepancies of greater than 10% with respect to any material item relating to the Bistro and Bakery Business (such as annual revenues or net income) from the financial statements of the Bistro and Bakery Business prepared by the Company for the period in question, the Company will reimburse the Class B Member for the costs of the audit. For purposes of clarity and the avoidance of doubt, the Class B Members shall have no right to any information about the Business of the Company, other than that of the Bistro and the Bakery.

10.7 Reports. The Managers shall prepare and provide such reports for the Members as the Managers determine necessary or appropriate in the circumstances. Such reports shall include financial information regarding the Company, but such financial information does not need to be audited. To the extent the Managers determine it appropriate to provide a copy of the budget and operating plan to the Members, the Managers may summarize information contained therein to prevent the disclosure of Confidential Information.

ARTICLE XI MISCELLANEOUS

11.1 Non-Disclosure of Proprietary Information.

(a) Each Member and Manager recognizes that in connection with the Business and activities of the Company, the Members and Managers may have access to trade secrets and confidential and proprietary business information regarding the Company and its operations. Each Member agrees that such Member will not at any time either during the term of this Agreement or thereafter use or make accessible to anyone (other than as authorized in connection with the Company's business and affairs) any knowledge or information of a confidential, proprietary or secret nature or any information (whether or not confidential, private or secret) pertaining to any plans, products, new business, pricing or fee structure, pricing strategy, advertising and marketing strategy, methods, systems, designs, suppliers, customers, customer requirements, business operations or techniques of the Company (jointly and severally, "Company Information"); provided, however, (a) each Member shall be permitted to disclose such information to those of its agents, representatives, and employees who need to be familiar with such information in connection with such Member's investment in the Company or operations of the Company Business, so long as such agents, representatives and employees agree to keep such information confidential on the terms set forth herein, (b) each Member shall be permitted to disclose information to the extent required by law, legal process or regulatory requirements, so long as such Member shall have used its reasonable efforts to first afford the Company with a reasonable opportunity to contest the necessity of disclosing such information, (c) each Member shall be permitted to disclose such information to possible purchasers of all or a portion of the Member's Interest, provided that such prospective purchaser shall execute a suitable confidentiality agreement in form reasonably satisfactory to the Board, and (d) each Member shall be permitted to disclose information to the extent necessary for the enforcement of any right of such Member arising under this Agreement. Notwithstanding anything to the contrary herein, excluded from Company Information is any information relating to the creation and/or preparation of products to be

produced and/or sold by the Bistro and the Bakery, including the recipes.

(b) At such time as a Member shall cease to be a Member of the Company, such Member will deliver to the Company all Company Information, together with all data, memoranda, manuals, notes, programs, software, forms and other documents and items, and reproductions thereof, provided by the Company or any Member to such departing Member or related to Company Information in the possession or control of such departing Member. Nothing contained herein shall prohibit Cedric from continuing to possess recipes and similar material in common with the Company relating to the Bistro and Bakery Business.

(c) The provisions of this section shall not prevent any Member from using such Member's general skill and knowledge (whether acquired while affiliated with the Company or any other Member or otherwise) in activities which do not violate the provisions of this Agreement.

(d) Should a Member breach the Member's foregoing agreement, the Member (i) will be liable to the Company for all damages sustained by the Company, (ii) will be obligated to pay all costs and expenses incurred by the Company, including attorneys' fees, for advice in connection with or enforcement of the Company's rights, and (iii) agrees that the Company may obtain affirmative or negative injunctive relief to prohibit disclosure or for the return or other protection of Company Information.

11.2 Non-competition; Non-solicitation.

(a) During the term of this Agreement and for a period ending two (2) years after the date of the later to occur of (i) termination of Cedric's engagement as Manager of the Bistro Business, (ii) termination of Cedric's engagement as Manager of or material involvement with the Bakery Business, or (iii) Cedric ceases to be an owner of a Class B Membership Interest in the Company, Cedric agrees that without Board approval Cedric, will not, directly or indirectly, within the County of Lancaster, Pennsylvania, and its adjacent Counties, Dauphin, Lebanon, Berks, and Chester, Pennsylvania (the "Restricted Area"), be engaged directly or indirectly in any form or manner with (i) any restaurant business of any type, and/or (ii) any business "in competition with the Business of the Company". For purposes of clarity and the avoidance of doubt, for purposes of this Section 11.2(a), a business is "in competition with the Business of the Company" if the business, whether or not a "bistro" or a "bakery" or a "caterer", offers any similar services, products, goods, entertainment, menu, or other items similar to any such items then or previously offered by the Company in the Company's Business, or competes with any mark or intellectual property belonging to the Company in the course of the Business of the Company, or, if such business in which Cedric is involved in whatsoever form utilizes the name "Cedric" in any form.

(b) During the term of this Agreement and for a period ending two (2) years after of the date of the later to occur of (i) termination of Cedric's engagement as Manager of the Bistro Business by Cedric without approval of the Managers or by the Managers for cause, (ii) termination of Cedric's engagement as Manager of or material involvement with the Bakery Business by Cedric without approval of the Managers or by the Managers for cause, or (iii) termination of Cedric's Class B Membership Interest in the

Company by Cedric without approval of the Managers or by the Managers for cause, Cedric agrees that without Board approval Cedric and any Affiliate of Cedric will not, directly or indirectly (i) solicit any employees of the Company or individuals who are functionally equivalent to employees of the Company, including without limitation, those involved with the Bistro Business or the Bakery Business, or any employees of any Member, to leave their employment with the Company or such Member; or (ii) employ or cause to be employed any employees of the Company or individuals functionally equivalent to employees of the Company, including without limitation, those involved with the Bistro Business or the Bakery Business, or any employees of any Member, unless in each case the Board shall agree thereto in writing.

11.3 Title to Property. Title to the Property shall be held in the name of the Company. No member shall individually have any ownership interest or rights in the Property except indirectly by virtue of such Member's ownership of a Membership interest. Notwithstanding the forgoing, nothing herein shall be construed to limit Cedric's right to retain copies of recipes and similar material relating to the Bistro and Bakery Business in common with the Company.

11.4 Waiver of Default. No consent or waiver, express or implied, by the Company or a Member with respect to any breach or default by the Company or a Member hereunder shall be deemed to be or construed to be a consent or waiver with respect to any other breach or default by any party of the same provision or any other provision of this Agreement. Failure on the part of the Company or a Member to complain of any act or failure to act of the Company or a Member or to declare such party in default shall not be deemed or constitute a waiver by the Company or the Member of any rights hereunder.

11.5 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other Person.

11.6 Nature of Interest in the Company. A Member's Interest shall be personal property for all purposes.

11.7 Partition. The Members agree that the Property is owned solely by the Company and is not and will not be suitable for partition. Accordingly, each of the Members hereby irrevocably waives any and all right such Member may have to any Property and to maintain any action for partition of any of the Property. No Member shall have any right to any specific Property of the Company upon the liquidation of, or any distribution from, the Company.

11.8 Power of Attorney.

(a) Each Member hereby makes, constitutes, and appoints each Manager, and such Manager's respective designee or assignee, with full power of substitution and re-substitution, its true and lawful attorney-in-fact in its name, place, and stead and for its use and benefit, to sign, execute, certify, acknowledge, swear to, file, and record: (i) all certificates and instruments which the Manager may deem necessary or appropriate to form, qualify, or

continue the business of the Company as a limited liability company; (ii) any and all amendments or changes to this Agreement and the instruments described in clause (i) above which the Manager may deem necessary or appropriate to effect a change or modification of the Company in accordance with the terms of this Agreement, including, without limitation, amendments or changes to reflect: (A) the exercise by any Manager of any power granted to it under this Agreement, (B) the issuance of Units and admission of any additional or substituted Member, and (C) the disposition by any Member of its Units; (iii) all certificates of cancellation and other instruments which the Manager deems necessary or appropriate to effect the dissolution and termination of the Company pursuant to the terms of this Agreement; and (iv) any other instrument which is now or may hereafter be required by law to be filed on behalf of the Company or is deemed necessary or appropriate by the Manager to carry out fully the provisions of this Agreement in accordance with its terms.

(b) Each Member authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving each such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done in connection with the foregoing as fully as such Member might or could do personally, and hereby ratifying and confirming all that any such attorney-in-fact shall lawfully do or cause to be done by virtue thereof or hereof.

(c) The power of attorney granted pursuant to this Article: (i) is a special power of attorney coupled with an interest and is irrevocable; (ii) may be exercised by any such attorney-in-fact by listing the Members executing any agreement, certificate, instrument, or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for all such Members; and (iii) shall survive the bankruptcy, insolvency, dissolution, or cessation of existence of a Member or Assignee, and shall survive the delivery of an assignment by a Member of the whole or a portion of its Units, except that where the assignment is of such Member's entire Unit and the assignee is admitted as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

(d) Whenever any Manager executes a document as attorney-in-fact for a Member, the Manager must promptly provide a copy of such document to each Member, although a failure to provide such copy does not invalidate the action taken.

11.9 UNREGISTERED INTERESTS. EACH MEMBER AND ASSIGNEE:

(a) ACKNOWLEDGES THAT THE UNITS ARE BEING OFFERED AND SOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER SIMILAR PROVISIONS OF STATE LAW,

(b) ACKNOWLEDGES THAT SUCH PERSON IS FULLY AWARE OF THE ECONOMIC RISKS OF AN INVESTMENT IN THE COMPANY, AND THAT SUCH RISKS MUST BE BORNE FOR AN INDEFINITE PERIOD OF TIME,

(c) REPRESENTS AND WARRANTS THAT SUCH PERSON IS ACQUIRING AN ECONOMIC INTEREST FOR SUCH PERSON'S OWN ACCOUNT, FOR INVESTMENT, AND WITH NO VIEW TO THE DISTRIBUTION OF THE ECONOMIC

INTEREST OR ANY INTEREST THEREIN,

(d) REPRESENTS THAT SUCH MEMBER IS AN ACCREDITED INVESTOR AS THAT TERM IS DEFINED IN SEC RULE 501(A), HAS CONSULTED WITH SUCH LEGAL, TAX, INVESTMENT, FINANCIAL, AND OTHER ADVISORS REGARDING SUCH PERSON'S ACQUISITION OF THE UNITS AS SUCH PERSON HAS DEEMED NECESSARY OR APPROPRIATE IN THE CIRCUMSTANCES, AND THAT SUCH PERSON HAS MADE PROVISION FOR ANY FEDERAL, STATE, OR LOCAL TAX OBLIGATIONS ARISING OR THAT MAY ARISE FROM THE ACQUISITION OR HOLDING THE UNITS;

(e) REPRESENTS THAT SUCH MEMBER HAS RECEIVED AND REVIEWED SUCH INFORMATION ABOUT THE BUSINESS (AND PROPOSED BUSINESS), ASSETS, FINANCIAL CONDITION, MANAGEMENT, RISKS RELATING TO THE COMPANY AND THE BUSINESS AND PROPOSED BUSINESS, AND SUCH OTHER INFORMATION REGARDING THE ACQUISITION OF THE UNITS AS THE MEMBER HAS (IN CONSULTATION WITH SUCH ADVISORS AS THE MEMBER HAS DEEMED APPROPRIATE) DETERMINED TO BE NECESSARY OR APPROPRIATE IN THE CIRCUMSTANCES;

(f) AGREES THAT TO THE EXTENT ANY TRANSFER IS PERMITTED HEREUNDER AND SUBJECT TO THE CONDITIONS OF TRANSFER, NOT TO TRANSFER, OR TO ATTEMPT TO TRANSFER, ALL OR ANY PART OF ANY UNIT OR ANY ECONOMIC INTEREST WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS THE TRANSFER IS EXEMPT FROM SUCH REGISTRATION REQUIREMENTS.

11.10 Waivers Generally. No course of dealing will be deemed to amend or discharge any provision of this Operating Agreement. No delay in the exercise of any right will operate as a waiver of such right. No single or partial exercise of any right will preclude its further exercise. A waiver of any right on any one occasion will not be construed as a bar to, or waiver of, any such right on any other occasion.

11.11 Equitable Relief. If any Person proposes to Transfer all or any part of such Person's Economic Interest in violation of the terms of this Operating Agreement, the Company or any Member may apply to any court of competent jurisdiction for an injunctive order prohibiting such proposed Transfer except upon compliance with the terms of this Operating Agreement, and the Company or any Member may institute and maintain any action or proceeding against the Person proposing to make such transfer to compel the specific performance of this Operating Agreement. Any attempted Transfer in violation of this Operating Agreement is null and void, and of no force and effect. The Person against whom such action or proceeding is brought waives the claim or defense that an adequate remedy at law exists, and such Person will not urge in any such action or proceeding the claim or defense that such remedy at law exists.

11.12 Remedies for Breach. The rights and remedies of the Members set forth in this Operating Agreement are neither mutually exclusive nor exclusive of any right or remedy provided by law, in equity or otherwise. Unless specifically provided to the contrary herein, the Members and Assignees agree that all legal remedies (such as monetary damages) as well as all equitable remedies (such as specific performance) will be available for any breach or

threatened breach of any provision of this Operating Agreement.

11.13 Binding Effect; Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Members and their respective heirs, successors and assigns, provided that no Member may assign this Agreement or any right or interest herein except as expressly permitted herein. No creditor of the Company or other Person not a party hereto shall have any rights or interest herein or any right to enforce this Agreement.

11.14 Governing Law. This Agreement is made in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania exclusive of any choice or law or conflicts of law principles that would apply the law of another jurisdiction.

11.15 Entire Agreement. This Agreement sets forth the entire, integrated understanding of the Members with respect to the subject matter hereof, and supersedes any prior agreement or understanding among them with respect to the subject matter hereof.

11.16 Severability. Each provision of this Agreement shall be separable, and (i) if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, and (ii) if, for any reason, any provision or provisions herein would cause the Members to be liable for the obligations of the Company, such provision or provisions shall be deemed void and of no effect.

11.17 Counterparts. This Agreement may be executed in any number of identical counterparts, and by facsimile or electronic transmission, each of which shall be considered to be an original, and all of which taken together shall be deemed to be one instrument. Each new Member of the Company shall execute and deliver to the Company a counterpart of this Agreement or a Joinder hereto to evidence the new Member's agreement to be bound by the provisions of this Agreement, and a facsimile or email transmission thereof shall be considered to be an original.

11.18 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, or by delivering that writing to the recipient in person, or by courier, and a notice, request, or consent given under this Agreement is effective on the earlier of delivery to the Person to receive it, or two (2) Business Days after delivery as above provided. All notices, requests, and consents to be sent to a Member must be sent to or made at the addresses given for that Member on the signature page hereto, or such other address as the Company may maintain in its records for such Member or that such Member may specify by notice to the Company. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.19 Construction. As used in this Agreement, neutral pronouns and any

variations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. The words "herein," "hereof," "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, as the same may from time to time be amended or supplemented and not to any subdivision contained in this Agreement. Any references to any federal, state, local or foreign statute or law shall also be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" when used herein is not intended to be exclusive, shall be interpreted in its broadest possible context notwithstanding any contrary rule of statutory interpretation, and means "including, without limitation." References herein to a Section, subsection, paragraph, subparagraph, clause, Exhibit or Schedule shall refer to the appropriate Section, subsection, paragraph, subparagraph, clause, Exhibit or Schedule in or to this Agreement. Section headings are for convenience of reference only and are not substantive parts hereof.

11.20 Computations, Calculations, and Accounting Matters. To the extent any computations, calculations, or accounting activities or practices are permitted or required hereunder, including with respect to determinations of profit and loss, distributions, taxes, and the like, including those matters contemplated by Schedule 3.1 hereto, such determinations, computations, calculations, or other accounting activities and practices, if performed or confirmed by the Accountants, shall be final, binding and conclusive absent manifest error.

11.21 Costs. If the Company or any Member retains counsel for the purpose of enforcing or preventing the breach or any threatened breach of any provision of this Operating Agreement or for any other remedy relating to it, then the prevailing party will be entitled to be reimbursed by the non-prevailing party for all costs and expenses so incurred (including reasonable attorney's fees, costs of bonds, and fees and expenses for expert witnesses) unless the arbitrator or other trier of fact determines otherwise in the interest of fairness.

11.22 Non-Circumvention Agreement. The parties acknowledge their goal is to open the Bistro Business and Bakery in the early winter of 2015. Cedric therefor agrees that until then, and for such reasonable period thereafter so long as the Company is diligently pursuing the development of the Real Estate in furtherance of the Bistro Business and Bakery, Cedric will not enter into any discussions or negotiations with any Person regarding the development or operation of any aspect of the Bistro Business or Bakery, other than through the Company as contemplated by this Agreement. Notwithstanding the foregoing, the agreement set forth in this Section 11.22 will expire sooner than the date set forth above as to Cedric if the Managers determine that the Company will not be able to develop the Bistro Business on commercially reasonable terms or cease their efforts develop the Bistro Business.

11.23 Legal Representation. The Members agree that the law firm of Brubaker Connaughton Goss & Lucarelli LLC (the "Law Firm") represents the Initial Members and the Company in connection with the preparation of this Agreement, and has not offered any Member or other person (other than the Initial Members) any advice regarding the advisability of entering into this Agreement. Each Person executing this Agreement waives any conflict in interest in the Law Firm representation or the Company and the Initial Members, and further acknowledges and agrees that such Person:

(a) Has been advised to retain independent legal, tax, and accounting advice of then-own choosing for purposes of representing their individual interests with respect to the subject matter hereof and the waiver of the conflict of interest above referenced;

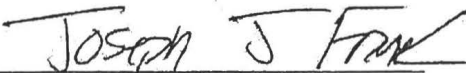
(b) Has been given reasonable time and opportunity to obtain such advice;
and

(c) Has obtained such independent advice as they have deemed necessary and appropriate in the circumstances at such Person's own expense without expecting the Company to reimburse such Person for such fees or other expenses.

The remainder of this page is intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the undersigned Members, to evidence such Members' agreement to be bound by the provisions of this Agreement, have executed this Agreement under seal, with the intention of making it a sealed instrument, as of the date set forth at the head hereof.

CLASS F MEMBERS

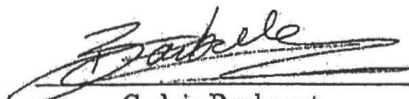

Joseph J. Frank


Shelly J. Frank


Benjamin T. Frank

121 Millrace Drive
Lancaster, PA 17603

CLASS B MEMBERS


Cedric Barberet

AMALFI PROPERTIES LP, by
its general partner, Amalfi GP LLC

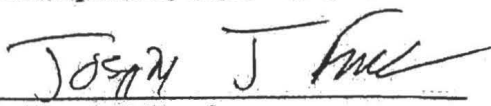
By: 
Joseph J. Frank
President

EXHIBIT A

CLASS F MEMBERS

December 31, 2013

<u>Member</u>	<u>Capital Contribution</u>	<u>Membership Interest</u>
Joseph J. Frank	\$	33.33%
Shelvy J. Frank	\$	33.33%
Benjamin T. Frank	\$	33.33%

The Orsini Group, LLC Operating Agreement

EXHIBIT B - Special Allocation Rules

1. General. Except as otherwise provided in this Exhibit, the Company's Net Profits and Net Losses and each other allocable item included in the Company's tax return for each fiscal year will be allocated to each Member in proportion to their respective Economic Interest. All of the profits and losses attributable to the Bistro Business and Bakery Business shall be allocated to the Class B Units as set forth on Schedule 3.1. The Economic Interest of the Class B Members and Class B Units is limited to the operations and results thereof of the Bistro Business and Bakery Business; and holders of Class B Units will not participate or share in any profits or losses of the Company other than those arising from the Bistro Business and the Bakery Business. The remaining provisions of this Exhibit B and any corresponding or complementary provisions of the Operating Agreement shall be interpreted accordingly.

2. Allocation of Net Losses. No allocation of Net Loss shall be made to a Member to the extent that the allocation would create or increase such Member's Adjusted Capital Account Deficit. In the event and to the extent that the Member May not be allocated Net Losses as a result of the application of this Section 2, such Net Losses shall be allocated to the Member or Members who bear the risk of such loss, pro rata, in accordance with their respective liability for such loss.

3. Allocation of Net Profits From Sale of All or Substantially All Company Assets. Net Profits of the Company resulting from the sale of all or substantially all of the assets of the Company, shall be allocated to the Members in accordance with the following order of priority:

3.1 First, to those Members with negative Capital Account balances, among them in proportion to the ratio of their negative Capital Account balances, until no Member has a negative Capital Account.

3.2 Second, Net Profits shall be allocated to the Members so as to increase each Member's Capital Account to an amount equal to each Member's Capital Contribution, provided that in the event there is an insufficient amount of Net Profit to so increase the Capital Accounts, Net Profits shall be allocated to each Member in the same proportion as the difference between his Capital Account and Capital Contribution bears to the difference between all Capital Accounts of Members whose Capital Accounts are less than their Capital Contributions and all Capital Contributions of such Members.

3.3 Finally, to the Members in proportion to their Membership Interests.

4. Allocation of Net Loss From Sale of All or Substantially All Company Assets. Net Losses of the Company resulting from the sale of all or substantially all of the assets of the Company, shall be allocated to the Members in accordance with the following order of priority:

4.1 First, to the Members with positive Capital Account balances, in proportion to the ratio of their positive Capital Account balances, until no Member has a

positive Capital Account.

4.2 Thereafter, one hundred percent (100%) of the balance of Net Losses shall be allocated to the Members in accordance with their respective share of the liabilities of the Company.

For purposes of this Section 4, Capital Accounts shall be adjusted hypothetically as provided for in Sections 1.704-1(b)(2)(ii)(d), 1.704-2(g) and 1.704-2(i)(5) of the regulations promulgated from time to time under the Internal Revenue Code (the "Regulations").

5. Special Allocations. The following special allocations shall be made in the following order:

5.1 Minimum Gain Chargeback. Notwithstanding any provision of this Agreement, if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g), that is allocable to the disposition of Company property subject to Nonrecourse Liabilities, determined in accordance with Regulations Section 1.704-2(f), or (ii) if such Member would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f) and 1.704-2(j) (2) (i) of the Regulations. This Section 5.1 is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith. To the extent permitted by this Section 5.1 only, each Member's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Exhibit with respect to such fiscal year and without regard to any net decrease in Member Minimum Gain during such fiscal year.

5.2 Member Minimum Gain Chargeback. Notwithstanding any other provision of this Exhibit except Section 5.1, if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), that is allocable to the disposition of Company property subject to such Member Nonrecourse Debt determined in accordance with Regulations Section 1.704-2(i)(4), or (ii) if such Member would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i) (4) and (j) (2) (ii) of the Regulations. This Section 5.2 is intended to comply with the minimum gain chargeback requirement in such later Section of

the Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 5.2 each Member's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Agreement with respect to such fiscal year, other than allocations pursuant to Section 5.1 hereof.

5.3 Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1 (b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 5.3 shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Agreement have been tentatively made as if Section 5.3 were not in the Agreement.

5.4 Gross Income Allocation. In the event any Member has an Adjusted Capital Account Deficit at the end of any Company fiscal year that is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.4 shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this Exhibit have been made as if this Section 5.4 were not in the Agreement.

5.5 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Members in proportion to their Membership Interests.

5.6 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss (as defined in Code Section 465) with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Sections 1.704-2(i) and (j).

5.7 Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1 (b)(2)(iv)(m), to be taken into account in determining capital accounts, the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

6. Curative Allocations.

6.1 The "Regulatory Allocations" consist of the "Basic Regulatory Allocations," as defined in Section 6.2 hereof; the "Nonrecourse Regulatory Allocations" as

defined in Section 6.3 hereof; and the "Member Nonrecourse Regulatory Allocations," as defined in Section 6.4 hereof.

6.2 The "Basic Regulatory Allocations" consist of (i) allocations pursuant to the last sentence of Section 2 hereof; and (ii) allocations pursuant to Sections 5.3, 5.4 and 5.7 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 6.2 shall only be made with respect to allocations pursuant to Section 5.7 hereof to the extent the Members reasonably determine that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

6.3 The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Sections 5.1 and 5.5 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Nonrecourse Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, (i) no allocations pursuant to this Section 6.3 shall be made prior to the Company fiscal year during which there is a net decrease in Company Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Company Minimum Gain, and (ii) allocations pursuant to this Section 6.3 shall be deferred with respect to allocations pursuant to Section 5.5 hereof to the extent the Members reasonably determine that such allocations are likely to be offset by subsequent allocations pursuant to Section 5.1 hereof.

6.4 The "Member Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Sections 5.2 and 5.6 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Member Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Member Nonrecourse Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Member Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Section 6.4 shall be made with respect to allocations pursuant to Section 5.6 hereof relating to a particular Member Nonrecourse Debt prior to the Company fiscal year during which there is a net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Member Minimum Gain, and (ii) allocations pursuant to this Section 6.4 shall be deferred with respect to allocations pursuant to Section 5.6 hereof relating to a particular Member Nonrecourse Debt to the extent the Members reasonably determine that such allocations are likely to be offset by subsequent allocations pursuant to Section 5.2

hereof.

6.5 The Members shall have reasonable discretion, with respect to each Company fiscal year, to (i) apply the provisions of Sections 6.2, 6.3 and 6.4 hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Sections 6.2, 6.3 and 6.4 hereof among the Members in a manner that is likely to minimize such economic distortions.

7. Other Allocation Rules.

7.1 All allocations to the Members pursuant to this Exhibit shall, except as otherwise provided, be divided among them in proportion to the Membership Interest held by each Member.

7.2 Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Net Profit or Net Losses, as the case may be, for the year.

7.3 To the extent permitted by Sections 1.704-2(h) and 1.704-2(i)(6) of the Regulations, the Members shall endeavor to treat distributions of Available Cash as if made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distribution would cause or increase an Adjusted Capital Account Deficit for any Member.

8. Tax Allocations.

8.1 To the extent permitted by Section 1.704-1 (b)(4)(i) of the Regulations, all items of income, gain, loss, and deduction for federal and state income tax purposes shall be allocated in accordance with the corresponding "book" items; however, all items of income, gain, loss, and deduction with respect to property with respect to which there is a difference between "book" value and adjusted tax basis shall be allocated in accordance with the principles of Section 704(c) of the Code and Section 1.704-1 (b)(4)(i) of the Regulations.

8.2 In the event that the Company has taxable income that is characterized as ordinary income under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) shall include a proportionate share of this recapture income equal to that Member's share of prior cumulative depreciation deductions with respect to the assets that gave rise to the recapture income.

9. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

9.1 "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

9.1.2 Credit to such Capital Account any amounts that such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

9.1.2 Debit to such capital account the items described in Sections 3.704-1(b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5) and 1.704-1 (b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1 (b) (2) (ii) (d) of the Regulations and shall be interpreted consistently therewith.

9.2 The "Net Profits" and "Net Losses" of the Company mean the net income and net losses, respectively, of the Company; however, the following items shall be excluded from the computation of Net Profits and Net Losses:

9.2.1 Any gain or income specially allocated under Section 5 hereof.

9.2.2 Any Net Profit or Net Loss from the sale of all or substantially all of the assets of the Company specially allocated under Section 3 or Section 4 hereof.

9.2.3 Any Nonrecourse Deductions.

9.2.4 Any Member Nonrecourse Deductions.

For purposes of computing Net Profits and Net Losses, the "book" value of an asset shall be substituted for its adjusted tax basis if the two differ, but otherwise Net Profits and Net Losses shall be determined in accordance with federal income tax principles.

9.3 "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b) and (c) of the Regulations. The amount of Nonrecourse Deductions for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined according to the provisions of Section 1.704-2(d) and (c) of the Regulations.

9.4 "Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b) (3) of the Regulations.

9.5 "Member Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i) of the Regulations.

9.6 "Member Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b) (4) of the Regulations.

9.7 "Member Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(i) (2) of the Regulations. The amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Member Minimum Gain attributable to such Member Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent such distributions are from the proceeds of such Member Nonrecourse Debt and are allocable to an increase in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Regulations.

9.8 "Company Minimum Gain" has the meaning set forth in Sections 1.704-2(b) (2) and (d) of the Regulations.

10. Terminology. For purposes of this Exhibit B, (i) references to "Member" or "Company" when used in connection with definitions under Regulations, shall be read as "partner" or "Membership" as appropriate to the reference, and (ii) references to the words "income", "gain" "loss" and "deduction" shall have the meanings assigned to such terms under the Regulations.

Schedule 3.1

MATTERS RELATING TO CLASS B MEMBERS

I. Definitions. For purposes of this Schedule 3.1, terms which are defined in the Operating Agreement and not otherwise defined herein are used herein with the meanings set forth in the Operating Agreement. In addition, the following terms shall have the following meanings:

"Annual Management Plan" shall mean the month by month projection for each annual fiscal period of Cedric's plans for the day to day management of the Bistro Business and the Bakery Business, including matters relating to employees, purchasing, marketing, benefits, employee and customer relationships, inter-building matters, and such other matters as may be required by the Managers.

"Annual Operating Budget" shall mean the month by month projection for each annual fiscal period of the financial results of operation of the Bistro Business and Bakery Business for such fiscal period on a consolidated and consolidating basis, in form acceptable to the Managers, prepared by Cedric and accompanied by a description of the assumptions on which such projections were based.

"Gross Profit" shall mean the gross revenue of the Bistro Business and the Bakery Business, respectively, minus in each case the direct cost of goods sold, excluding labor costs.

II. Compensation.

A. Cedric and Estelle shall be entitled to receive \$6,250 each for the three (3) months prior to estimated opening of the Bistro and Bakery, and for an additional two (2) months following opening of the first to open of the Bistro and Bakery, but not more than five (5) consecutive months in aggregate. Thereafter through the remainder of 2015, for full time attention to the Bistro and Bakery Business, respectively, Cedric and Estelle shall be entitled to a monthly compensation or guaranteed distribution of \$6,250 each. Cedric's compensation will be allocated to the Bistro Business and Estelle's compensation allocated to the Bakery Business. For 2016 and periods thereafter, compensation or guaranteed distribution payable to Cedric and Estelle shall be as set forth in the Annual Operating Budget approved by the Managers, or as otherwise determined by the Managers after consultation with Cedric, but not less than \$4,500 per month. It is the intent of the Managers that Cedric shall play a major and material role in determining the salary or guaranteed distribution payable to Cedric and Estelle, giving effect to the profitability of the Bistro and Bakery Business and Cedric's distributable share of Profits of the Bistro and Bakery Business.

B. In the event that Cedric's engagement to be the full-time manager of the Bistro and Bakery is terminated without cause (as defined in Section 7.7), Cedric shall be entitled to receive severance compensation of \$10,000 per month for five (5) months, if

terminated in the first year of this Agreement, payable in accordance with standard Company payroll practices consistently applied. If Cedric's employment is terminated in any year after the first anniversary of this Agreement, the number of months that the basic compensation of \$10,000 is paid shall be increased by 1.5 months for each year or part thereof after the first year that Cedric was engaged as the full-time manager of the Bistro and Bakery Business. Notwithstanding the forgoing, no severance compensation shall be due or payable to Cedric until the execution and delivery by Cedric to the Company of a standard Severance Agreement waiving any and all claims against the Company or its Members, other than claims for payment of the severance compensation above described. The forgoing severance compensation shall be the only benefit payable upon termination of employment, except for any benefit required to be paid by law.

III. Profits and Losses.

A. Through December 31, 2014, and thereafter until the last day of the month prior to the date when the Bistro Business opens for normal and customary business (the "Startup Period"), 100% of the Net Profits and Net Losses from the Bistro and Bakery Business shall be allocated to Amalfi Properties LP ("Amalfi"). From the later of January 1, 2015 or the end of the Startup Period, and subject to the Guaranteed Distributions to Amalfi hereafter provided, 100% of the Net Profits and Net Losses from the Bistro Business and the Bakery Business shall be allocated to Cedric.

IV. Guaranteed Distributions. Amalfi shall receive an annual guaranteed distribution from the Gross Profits of the Bistro Business and the Bakery Business in accordance with the following percentages, payable not less frequently than as of the end of each fiscal quarter by the tenth (10th) day of the following month (for example, as of March 31, payable by April 10), unless otherwise agreed by Amalfi, as follows:

A. Bistro Business: 15%

B. Bakery Business:

- | | | |
|----|--|-----|
| 1. | For the first two (2) years from opening: | 10% |
| 2. | For year three (3) from opening: | 12% |
| 3. | For year four (4) from opening and thereafter: | 13% |

V. Spielman Expenses. Cedric desires to use Spielman as the kitchen consultant. All Spielman expenses will be paid 50-50 by Cedric and Amalfi in cash, when due.

VI. Capital Contributions. Cedric and Amalfi will contribute to the Capital of the Bistro Business and the Bakery Business in the following proportions:

A. Bistro Business:

Cedric: 85%
Amalfi Properties LP: 15%

B. Bakery Business:

Cedric: 87%

Amalfi Properties LP: 13%

C. Loan by Amalfi Properties LP. The Company recognizes that Cedric lacks the current resources to provide the above listed Capital Contributions. Amalfi intends to contribute and the Company intends to borrow from a commercial lender (the "Bank Loan") the aggregate funds required to develop the Bistro and the Bakery (the "Development Costs"), including construction, fit-out, equipping, furnishings, and soft-costs. The Bank Loan will be guaranteed by the Initial Members, and will be allocated among the Class B Members as set forth in V.A. and V.B. above for purposes of Capital Contribution. Cedric and Estelle, jointly and severally, will provide their guaranty to Amalfi in form acceptable to Amalfi for Three Hundred Fifty Thousand Dollars (\$350,000) of the Development Costs (the "Barbarett Guaranty"), and will secure the Barbaret Guaranty by a pledge of Cedric's Class B Interests. Notwithstanding the actual un-amortized balance of the Development Costs, on each anniversary of the official opening of Bistro Barbaret, if Cedric is on such date the holder of Class B Units and employed as Manager of the Bistro, Amalfi will reduce by Fifty Thousand Dollars (\$50,000) the principal amount of guaranteed obligations of the Barbaret Guaranty. For purposes of clarity, if Cedric ceases being the owner of Class B Units and/or being the manager of Bistro Barbaret or the Bakery prior to the seventh (7th) anniversary of the opening of Bistro Barbaret or the Bakery, Amalfi may demand immediate payment of the unforgiven amount of the Barbaret Guaranty. The Barbaret Guaranty shall constitute the only Capital Contribution required to be provided by Cedric, other than contribution to the Speilman expenses, and provided that if after opening of the Bistro and Bakery additional capital is required in operation of the Bistro or Bakery and Cedric fails to make any required Capital Contribution in accordance with a "capital call" by the Managers and Amalfi makes such Capital Contribution, each of Cedric's Class B Interest, interest in Profits and Losses, and interest in Capital shall be proportionately reduced based on Fair Market Value at the time of such failure.

D. Sale of Units or Assets. Notwithstanding any other provision of the Operating Agreement or this Schedule 3.1, in the event of the sale of Bistro Business, the Bakery Business, or all or substantially all of the assets of the Bistro Business or Bakery Business, or the closing and winding up of the Bistro or Bakery Business, and provided such proceeds are not retained in the Bistro or Bakery Business, Amalfi shall be repaid for all of the Development Costs paid by Amalfi prior to any distribution to the holders of Class B Units.

VII. Reduction/Forfeiture. Notwithstanding any contrary provision of the Operating Agreement, if Cedric voluntarily withdraws from the Company prior to the seventh (7th) anniversary of the opening of Bistro Barbaret without the consent of the Managers, other than for reasons of death or disability, or for reasons that constitute "valid cause", Cedric agrees and understands that the Fair Market Value of his Economic Interest will be zero (nil); and Cedric further understands and agrees that if Cedric or his spouse violate any of the restrictive covenants of the Operating Agreement or any other agreement to which they are, respectively, party, Cedric and/or his spouse, as applicable, will forfeit in its entirety any right to payment of any kind owed to either of them, as applicable, by the Company.

VIII. PLCB

The Company intends to apply to the Pennsylvania Liquor Control Board ("PLCB") for appropriate licensing for the sale of alcoholic beverages on the Property in conjunction with the Company's intended use of the Property, including without limitation transfer of an existing restaurant liquor license not currently used in the City of Lancaster, PA. Each Member shall cooperate in connection therewith in all respects.

Schedule 6.3

Officers

<u>Office</u>	<u>Name</u>
President and Chief Executive Officer	Joseph J. Frank
Vice President and Chief Operating Officer, Assistant Secretary and Assistant Treasurer	Benjamin T. Frank
Vice President, Secretary and Treasurer	Shelvy J. Frank

EXHIBIT "C"

Resolutions

SEE ATTACHED

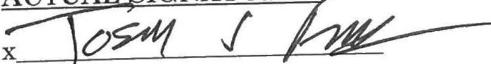
THE ORSINI GROUP, LLC

RESOLUTIONS/CONSENT

The undersigned, being all of the Managers of THE ORSINI GROUP, LLC, a Pennsylvania limited liability company ("Company") certify that the following resolutions were adopted on behalf of the Company, ratify such resolutions and consent thereto, and such resolutions remain in full force and effect as of the date hereof:

RESOLVED, the Company desires to enter into the Loan Agreement among the Company, Amalfi Properties LP ("Amalfi", and jointly and severally with the Company, the "Borrower"), and Integrity Bank (the "Lender") dated as of the date hereof, ("Loan Agreement") for the financing of demolition and construction of 26 East King Street, Lancaster, Pennsylvania (the "Real Estate"), in the form presented to the Directors of the General Partner, providing in general for the financing of the construction and equipping of the Real Estate and providing for working capital for Borrower in the aggregate amount of \$3,850,000, with such changes to such Loan Agreement and related Loan Documents to which an Authorized Officer may agree, as evidenced by the signature on any document, settlement statement, affidavit, certificate, or other instrument by an Authorized Officer on behalf of the Company; and

BE IT FURTHER RESOLVED, that any one (1) of the following named officers (an "Authorized Officer") of the Company, whose actual and true signatures are shown below:

<u>NAMES</u>	<u>POSITIONS</u>	<u>ACTUAL SIGNATURES</u>
Joseph J. Frank	President and CEO	x 
Benjamin T. Frank	Vice President and COO	x 
Shelvy J. Frank	Vice President, Secretary and Treasurer	x 

are authorized to act for and on behalf of the Company to execute and deliver any and all other documents and instruments as such Authorized Officer may in the exercise of his/her judgment deem reasonably necessary or required in connection with (a) negotiating and contracting for any construction, renovation, or improvements to the Real Estate, or any equipping or leasing thereof, (b) contracting with any professionals on behalf of the Company, including attorneys, accountants, architects, engineers, and any other professionals, (c) negotiating with and for any loans or other credit with Lender, and executing and delivering to Lender such loan documents, including promissory notes, mortgages, security agreements, assignments, consents, and other loan documents as may

be required or appropriate in the opinion of such Authorized Member as conclusively presumed by his/her signature thereto, including instruments providing for confession of judgment against the Company, and (d) establishing any banking or other depository or other relationship with any lender. Any one of the foregoing Authorized Officers, acting alone, is, are and have been authorized to request advances and authorize payments under any Loan or to sign any checks or other withdrawal instructions, and each of their authority shall remain in effect until Lender receives written notice of revocation of their authority signed or confirmed by Joseph J. Frank; and

BE IT FURTHER RESOLVED, that the Authorized Officers and each of them are authorized to designate additional or alternate individuals as being authorized to do and take any action authorized by these resolutions on behalf of the Company, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements confessing judgment against the Company, as they may in their discretion deem reasonably necessary or proper in order to carry into effect these Resolutions and the acts and actions contemplated hereby; and

BE IT FURTHER RESOLVED, that any and all acts authorized pursuant to these Resolutions and performed prior to the passage of these Resolutions are hereby ratified and approved. These Resolutions shall remain in full force and effect and may be relied on by any Person to whom they are provided until written notice of their revocation shall have been delivered to and received by such Person. Any such notice shall not affect any of the Company agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and seal as of June 12, 2014.



Joseph J. Frank



Benjamin T. Frank



Shelvy J. Frank

Being all of the Managers

EXHIBIT "D"

Fictitious Name Registrations

SEE ATTACHED

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Application for Registration of Fictitious Name
54 Pa.C.S. § 311

Name		
Andrew F. Lucarelli, Esquire		
Address		
480 New Holland Avenue, Suite 6205		
City	State	Zip Code
Lancaster	PA	17602

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



Fee: \$70

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is:

Bistro Barberet

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is:

Operation of bistro and other business related activities.

3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is **not** acceptable):

480 New Holland Avenue, Suite 6205	Lancaster	PA	17602	Lancaster
Number and Street	City	State	Zip	County

4. The name and address, including number and street, if any, of each individual interested in the business is:

Name	Number and Street	City	State
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DSCB:54-311-2

5. Each entity, other than an individual, interested in such business is (are):

The Orsini Group, LLC	Limited Liability Company	Pennsylvania
Name	Form of Organization	Organizing Jurisdiction

480 New Holland Avenue, Suite 6205, Lancaster, PA 17602

Principal Office Address

480 New Holland Avenue, Suite 6205, Lancaster, PA 17602

PA Registered Office, if any

Name	Form of Organization	Organizing Jurisdiction
------	----------------------	-------------------------

Principal Office Address

PA Registered Office, if any

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. Optional: The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

Joseph J. Frank, Andrew F. Lucarelli, or Christine D. Wilson, any one may act alone.

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this

16th day of June, 2014.

Individual Signature

Individual Signature

Individual Signature

Individual Signature

The Orsini Group, LLC

Entity Name

Entity Name

By: Joseph J. Frank
Signature

Signature

Joseph J. Frank, President

Title

Title

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Application for Registration of Fictitious Name
54 Pa.C.S. § 311

Name		
Andrew F. Lucarelli, Esquire		
Address		
480 New Holland Avenue, Suite 6205		
City	State	Zip Code
Lancaster	PA	17602

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



Fee: \$70

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is:

Bistro Barberet and Bakery

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is:

Operation of bistro and bakery and other business related activities.

3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):

480 New Holland Avenue, Suite 6205, Lancaster	PA	17602	Lancaster
Number and Street	City	State	Zip
			County

4. The name and address, including number and street, if any, of each individual interested in the business is:

Name	Number and Street	City	State
------	-------------------	------	-------

DSCB:54-311-2

5. Each entity, other than an individual, interested in such business is (are):		
<u>The Orsini Group, LLC</u>	<u>Limited Liability Company</u>	<u>Pennsylvania</u>
Name	Form of Organization	Organizing Jurisdiction
<u>480 New Holland Avenue, Suite 6205, Lancaster, PA 17602</u>		
Principal Office Address		
<u>480 New Holland Avenue, Suite 6205, Lancaster, PA 17602</u>		
PA Registered Office, if any		
<u> </u>	<u> </u>	<u> </u>
Name	Form of Organization	Organizing Jurisdiction
<u> </u>		
Principal Office Address		
<u> </u>		
PA Registered Office, if any		

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. Optional): The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):
Joseph J. Frank, Andrew F. Lucarelli, or Christine D. Wilson, any one may act alone.

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this

6th day of June, 2014.

Individual Signature

Individual Signature

Individual Signature

Individual Signature

The Orsini Group, LLC

Entity Name

By:

Joseph J. Frank
Signature

Entity Name

Signature

Joseph J. Frank, President

Title

Title