FileD pursuant to Rev. ProC. 2013-30A

ATTACHMENT TO IRS FORM 2553,

ELECTION BY A SMALL BUSINESS CORPORATION

FOR new\_management\_company\_name

AN MS LIMITED LIABILITY COMPANY

EIN: new\_management\_company\_ein

new\_management\_company\_name (the “Requesting Entity”) seeks to elect to be taxed as Subchapter S Corporation effective January 1, 2017. This election was intended to be filed timely by March 15, 2017, but was delayed due to clarification needed between legal and tax counsel. The Requesting Entity has complied with all the requirements of an S Corporation since January 1, 2017, and has done nothing in conflict with this request. No taxpayer whose tax liability or return would be affected by the election has reported inconsistently with the S Corporation election for the year for 2017. I further represent the following:

(1) The Requesting Entity is an eligible entity as defined in § 301.7701-3(a);

(2) The Requesting Entity intended to be classified as a corporation as of the Effective Date of the S corporation status;

(3) The Requesting Entity fails to qualify as a corporation solely because Form 8832 was not timely filed under § 301.7701-3(c)(1)(i), or Form 8832 was not deemed to have been filed under § 301.7701-3(c)(1)(v)(C);

(4) The Requesting Entity fails to qualify as an S corporation on the Effective Date of the S corporation status solely because the S corporation election was not timely filed pursuant to § 1362(b); and

(5) The Requesting Entity has not filed a federal tax or information return for the first year in which the election was intended to be effective because the due date has not passed for that year’s federal tax or information return.

Under penalties of perjury, I declare that I have examined this election, including accompanying documents and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election and such facts are true, correct, and complete.

REQUESTING ENTITY:

new\_management\_company\_name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Art E. Vandelet, President

FileD pursuant to Rev. ProC. 2013-30B

ATTACHMENT TO IRS FORM 2553,

ELECTION BY A SMALL BUSINESS CORPORATION

FOR new\_management\_company\_name

AN MS LIMITED LIABILITY COMPANY

EIN: new\_management\_company\_ein

Under penalties of perjury, the undersigned, constituting the sole member of the Requesting Entity, declare (1) that I have examined this election, including accompanying documents and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election and such facts are true, correct, and complete; and (2) that during the period between January 1, 2017, and the date hereof that I have reported my income on all affected returns consistent with the S corporation election for the year 2017.

new\_management\_company\_name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Art E. Vandelet, President

Dear Client,

Thank you for allowing our law firm to assist you in winding down the marketing company. I wanted to take a minute and explain a few items before things really get going for us. First, I want to be abundantly clear that the wind-down is totally contingent on the willingness of the majority shareholders to sell the company. As the key employee of the marketing company, your resignation will carry much weight in persuading the other shareholders to sell their interests at a reasonable price. Further, this engagement in no way ratifies or endorsed the prior use of or any strategies in which the marketing company was utilized. The purpose of this engagement is to efficiently wind down and acquire all interests in the marketing company.

We will take the following steps in winding down your company:

1. Prepare and deliver a letter of resignation;
2. Accept the resignation;
3. Determine the proper method and timing of payout of any applicable non-qualified deferred compensation plan;
4. Terminate the contract with the operating company due to the fact no key employee exists to service the contract;
5. Determine the method of payment of any refund to the operating company;
6. Close the termination and assist in moving funds;
7. File an S-Election so that any income from the non-qualified plan will be offset with an equal deduction, assuming the other shareholders sell;
8. Offer to purchase interests from the other shareholders;
9. Purchase those interests;
10. Contribute funds to the company to ensure proper tax attributes exist such that a deduction can be taken as the income is realized;
11. Form a new LLC to act as manager of the family holding company;
12. Merge the marketing company into the LLC and out of existence;
13. Enter into a plan of merger;
14. Enter into private equity style management agreement with the family holding company
15. \*\*\*\*IF APPLICAPLE Enter into a MSO/DSO style arrangement within the family holding company with the operating company.

We will want to be careful and properly document all steps along the way. Letters will be sent certified and will be stored. All companies will record minutes or resolutions in each step of the way as well.

Again, we appreciate the opportunity to work with you on this project and at the end, we will deliver a binder that will be sufficient to deliver to your accountant for the purpose of preparing any tax returns needed with respect to the above transactions.

Sincerely,

Joshua W. Sage

Management Agreement

THIS AGREEMENT is made this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between Vandelet Enterprises, LP, a Mississippi Limited Partnership (hereinafter referred to as the Fund) with its principal offices at 263 ARr Road, Suite 1, Corinth, MS and new\_management\_company\_name, a new\_management\_company\_state\_of\_organization new\_management\_company\_entity\_type, with its principal offices at new\_management\_company\_address\_street, new\_management\_company\_address\_city, MS (hereinafter referred to as the Agent).

In consideration of the covenants herein contained, the parties hereto agree as follows:

# Appointment.

The Fund appoints the Agent as investment adviser with respect to the Fund’s assets for the period and on the terms set forth in this Agreement, and the Agent accepts such appointment.

# Term and Renewal.

The term of this Agreement shall be [number of years] years, beginning on the [commencement date of agreement], and ending on the [expiry date of agreement], and shall thereafter automatically renew for [number of additional periods] additional periods on the same terms and conditions as are herein contained unless on or before [number of days] days prior to the expiration of any period, either party hereto notifies the other in writing that it elects to terminate this Agreement.

# Duties, Authority, and Responsibilities of Agent.

The manager, member, managing-member, general partner, or otherwise governing body of the Fund (“Manager”) hereby delegates to the Agent all of the Manager's power and authority under the currently existing governing agreement of the Fund with respect to the management of the Fund's portfolio and asset management. The Agent shall have complete discretion in the investment and reinvestment of the Fund's assets, with full power and authority to make such purchases and sales, or to direct the securities brokerage firm(s) and financial institution(s) having custody of the assets of the Fund, as custodians of such assets, to make such purchases and sales, and to issue directly to any broker or dealer selected by the Agent such orders for the purchase or sale of securities, or other property or interests therein, and to take such other action with respect to the investment of the Fund’s assets, as it may deem appropriate. The Agent shall manage the investment of the Fund’s assets and carry out the Manager's duties and obligations under this Agreement in accordance with respect to the management of the assets of the Fund.

Agent shall not have governing authority with respect to the Fund outside of the management of the Fund assets.

The Agent and its affiliates and any of their respective members, managers, partners, officers, and employees shall devote so much of their time to the affairs of the Fund as in the judgment of the Agent the conduct of its business shall reasonably require, and none of the Agent or its affiliates shall be obligated to do or perform any act or thing in connection with the business of the Fund not expressly set forth herein.

The services of the Agent to the Fund are not to be deemed exclusive, and the Agent is free to render similar services to others so long as its services to the Fund are not impaired thereby. To the extent that affiliates of, or other accounts managed by, the Agent invest in assets of the Fund that limit the amount of assets and the number of accounts that they will manage, the Agent may be required to choose between the Fund and other accounts or affiliated entities in making allocation decisions. The Agent will make allocation decisions in a manner it believes to be equitable to each account. It is recognized that in some cases this may adversely affect the price paid or received by the Fund or the size or position obtainable for or disposed by the Fund. Nothing herein contained in this Section shall be deemed to preclude the Agent or its affiliates from exercising investment responsibility, from engaging directly or indirectly in any other business or from directly or indirectly purchasing, selling, holding or otherwise dealing with any securities of Investment Funds for the account of any such other business, for their own accounts, for any of their family members or for other clients.

It is understood that any of the members, managers, partners, shareholders, trustees, officers, and employees of the Fund may be a member, manager, partner, shareholder, director, officer, or employee of, or be otherwise interested in, the Agent, and in any person controlled by or under common control with the Agent, and that the Agent and any person controlled by or under common control with the Agent may have an interest in the Fund. It is also understood that the Agent and any person controlled by or under common control with the Agent may have advisory, management, service or other contracts with other organizations and persons and may have other interests and business.

# Banking.

All funds of the Fund in the possession of the Agent shall be held by the Agent for the Fund, in trust, and shall be deposited by the Agent in the bank currently primarily utilized by the Agent, or such other bank as the Fund shall designate, in a special account maintained by the Agent, to be entitled substantially as follows: [title of account], Managing Agent, for [name of Fund]. Such funds shall not be commingled with other funds collected by the Agent for its own account or as agent for others, or with the Agent’s own funds and shall remain on deposit until disbursed in accordance with the terms of this Agreement. The Agent shall furnish the Fund with true and complete copies of all statements issued by the Bank with respect to such bank account regularly after their receipt by the Agent.

It is the intent of this Agreement that assets of the Fund be held and titled in the name of the Fund and that Agent shall have signature authority with respect to such accounts.

# Compensation.

The Fund agrees to pay the Agent, during the term of this Agreement, an amount equal to $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ annually. Such payments may be made monthly or quarterly however determined by the Fund.

The Agent may elect to receive any compensation pursuant to this Section in the form of profits interests in the Fund. Within thirty (30) days after each receipt by Agent of profits interests pursuant to this Agreement, Agent may make an effective election with the Internal Revenue Service under Section 83(b) of the Internal Revenue Code and the regulations promulgated thereunder. **\*\*\*\*Alternatively, can issue contingent capital interests with 83(b).**

Other than as specifically indicated in this Agreement, the Agent shall not be required to pay any expenses of the Fund. The Agent shall bear its own operating and overhead expenses attributable to its duties hereunder (such as salaries, bonuses, rent, office and administrative expenses, depreciation and amortization, and auditing expenses). The Fund is not responsible for the overhead expenses of the Agent. The Agent may from time to time agree not to impose all or a portion of its fee otherwise payable under this Agreement and/or undertake to pay or reimburse the Fund for all or a portion of its expenses not otherwise required to be paid by or reimbursed by the Agent. Unless otherwise agreed, any fee reduction or undertaking may be discontinued or modified by the Agent at any time.

# Indemnity.

The Fund shall indemnify, defend, and save the Agent harmless from and against all claims, losses, costs, and liabilities arising out of damage to property, or injury to, or death of persons (including the property and persons of the parties hereto, and their agents, subcontractors, and employees) occasioned by or in connection with the use, management, operation, ownership, maintenance, or control of the Premises unless caused by the negligence or willful misconduct of the Agent.

# Termination.

This Agreement may be terminated by either party, without cause, upon 60 days’ written notice to the other. The Fund shall also be entitled to terminate the Agreement upon 30 days’ prior written notice to Agent should Agent fail to observe the terms of this Agreement. Within 30 days of termination of this Agreement, the parties shall account to each other with respect to all uncompleted business, and the Agent shall deliver to the Fund all assets of the Fund that may be in the possession of the Agent, against payment to the Agent of all fees required to be paid hereunder through the date of termination of this Agreement.

# Assignment.

This Agreement may not be assigned by the Agent without the prior written consent of the Fund. Subject to the provisions hereof, all of the covenants, conditions, and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Fund and the Agent to the same extent as if each successor and assign were in each case named as a party to this Agreement.

# Severability.

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

# Applicable Law.

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

# Notices.

All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by either party to the other shall be in writing and delivered personally or by certified mail, return receipt requested, with postage prepaid, at the address mentioned above. A party may change the name or address for the giving of notice provided above by written notice to the other party.

# Entire Agreement.

This Agreement and the documents to which reference in it has been made shall be construed together and constitute the entire, full, and complete agreement between the Fund and the Agent, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein that are of any force or effect.

# Modifications.

This Agreement may not be changed or modified except by written document signed by both the Fund and the Agent.

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

|  |  |
| --- | --- |
| **FUND:**  Vandelet Enterprises, LP  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: family\_holding\_company\_contact\_name, Manager | **AGENT:**  new\_management\_company\_name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: new\_management\_company\_contact\_name, new\_management\_company\_contact\_title |

MINUTES OF THE SPECIAL MEETINGa

**OF THE BOARD OF DIRECTORS OF**

**PET Ambulance, Inc.**

The Special meeting of the Board of Directors of PET Ambulance, Inc., a Mississippi corporation (Company), was held on May 1, 2017 at principal office of the Company

Record of Meeting Attendance

All of the Board of Directors were present for the meeting. A sufficient number of Board of Directors were present to constitute a quorum for the purposes of conducting the Special meeting.

Ratification of Prior Actions

The floor was opened for discussion about certain prior actions taken on behalf of the Company. A motion was made and seconded and, after discussion, the motion was passed by unanimous vote, and it was:

**RESOLVED:** that all actions taken or contracts entered into up to this time, and all actions taken or contracts entered into by any promoter, incorporator, or Director, as individuals acting for the Company, are ratified by the Company as though the individual had full authority to act for the Company at that time.

Acceptance of Resignation and Payout of Non-Qualified Deferred Compensation Plan of

The floor was opened for discussion about accepting resignation of and payout of the non-qualified deferred compensation plan currently in effect for in accordance with the terms of the plan. A motion was made and seconded and, after discussion, the motion was passed by unanimous vote, and it was:

**RESOLVED:** that the Company accepts the resignation of .

**RESOLVED:** that the Company will pay out the balance of the non-qualified plan to . The Company will review the repayment obligations with legal and tax counsel and within a reasonable time, pending determination of the legal and tax counsel, make the appropriate distribution to .

With no further business to conduct, the meeting was adjourned upon motion made and seconded and passed by unanimous vote.

Secretary of the Meeting

MINUTES OF THE SPECIAL MEETINGB

**OF THE BOARD OF DIRECTORS OF**

**PET Ambulance, Inc.**

The Special meeting of the Board of Directors of PET Ambulance, Inc., a Mississippi corporation (Company), was held on May 1, 2017 at principal office of the Company

**Record of Meeting Attendance**

All of the Board of Directors were present for the meeting. A sufficient number of Board of Directors were present to constitute a quorum for the purposes of conducting the Special meeting.

**Approval of to the Company**

The floor was opened for discussion about Art E. Vandelet making a to Pizza Urgent Care of Logan, PA in the form of . A motion was made and seconded and, after discussion, the motion was passed by unanimous vote, and it was:

**RESOLVED:** that the to the Company from Art E. Vandelet is approved.

With no further business to conduct, the meeting was adjourned upon motion made and seconded and passed by unanimous vote.

Secretary of the Meeting

MINUTES OF THE SPECIAL MEETINGC

**OF THE BOARD OF DIRECTORS OF**

**PET Ambulance, Inc.**

The Special meeting of the Board of Directors of PET Ambulance, Inc., a Mississippi corporation (Company), was held on May 1, 2017 at principal office of the Company

**Record of Meeting Attendance**

All of the Board of Directors were present for the meeting. A sufficient number of Board of Directors were present to constitute a quorum for the purposes of conducting the Special meeting.

**Approval of Refund to Pizza Urgent Care of Logan, PA**

The floor was opened for discussion about issuing a refund to Pizza Urgent Care of Logan, PA as consideration of termination of the contract between the Company and Pizza Urgent Care of Logan, PA. A motion was made and seconded and, after discussion, the motion was passed by unanimous vote, and it was:

**RESOLVED:** that in consideration of the termination of the Marketing Services Agreement between the Company and Pizza Urgent Care of Logan, PA, the Company agrees to refund $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Pizza Urgent Care of Logan, PA.

With no further business to conduct, the meeting was adjourned upon motion made and seconded and passed by unanimous vote.

Secretary of the Meeting

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated as of by and between new\_management\_company\_name, a new\_management\_company\_state\_of\_organization new\_management\_company\_entity\_type ("**Acquiror**"), and PET Ambulance, Inc., a Mississippi (the "**Company**" and, collectively with the Acquiror, the "**Parties**").

**RECITALS**

**WHEREAS**, the respective Boards of Directors of the Acquiror and the Company have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporation and its shareholders;

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Mississippi Business Corporation Act (the "**MBCA**"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "**Merger**");

**WHEREAS**, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Parties desire to enter into the transactions contemplated by this Agreement.

**NOW**, **THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I: DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

"**Acquiror**" has the meaning set forth in the [Preamble](#a004945).

"**Agreement**" has the meaning set forth in the [Preamble](#a004945).

"**Certificates**" has the meaning set forth in [Section 3.4](#a000048).

"**Company**" has the meaning set forth in the [Preamble](#a004945).

"**Company Common Shares**" has the meaning set forth in [Section 3.1(a)](#a000047).

"**Confidential Information**" has the meaning set forth in [Section 4.1](#a000048).

"**Dissenting Shares**" has the meaning set forth in Section 3.

"**Effective Time**" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the shareholders of the Company set forth in Section 2.4, which shall be at the time and on the date specified in the articles of merger}}.

"**MBCA**" has the meaning set forth in the RECITALS.

"**Merger**" has the meaning set forth in the RECITALS.

"**Parties**" has the meaning set forth in the [Preamble](#a004945).

"**Surviving Corporation**" has the meaning set forth in [Section 2.1](#a000046).

"**Surviving Corporation Common Shares**" has the meaning set forth in [Section 3.1(a)](#a000047).

Any other terms defined herein have the meaning so given them.

**ARTICLE II: MERGER**

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the MBCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the MBCA.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the MBCA, and the articles of incorporation of the Acquiror then in effect at the Effective Time, as amended by the articles of incorporation attached hereto as Exhibit A, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the MBCA.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the MBCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of each of the Parties

**ARTICLE III: CONVERSION OR CANCELLATION OF SHARES**

3.1 Conversion or Cancellation of Shares. The manner and basis of converting the Company's common shares, par value $1.00 per share ("**Company Common Shares**") into shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire Company Common Shares into rights to acquire shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, are set forth in this [Section 3.1](#a000047). At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company's shareholders:

(a) Each Company Common Share issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares (as hereinafter defined), shall be converted into the right to receive one validly issued, fully paid and non-assessable common share, par value $1.00 per share, of the Surviving Corporation ("**Surviving Corporation Common Shares**");

(b) Each Company Common Share that is owned by the Acquiror or the Company (as treasury shares or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) Each share of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Rights of Dissenting Shareholders. Notwithstanding any provision of this Agreement to the contrary, shares of Company Common Shares issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing, and who has properly exercised appraisal rights in accordance with the MBCA (such shares being referred to collectively as the "**Dissenting Shares**" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the MBCA with respect to such shares) shall not be converted as provided in [Section 3.1](#a000047), but instead shall be entitled to only such rights as are granted by said Sections of the MBCA; provided, however, that if, after the Effective Time, such holder fails to perfect, withdraws, or loses the right to appraisal, or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided under the MBCA, such Company Common Shares shall be treated as if they had been converted pursuant to [Section 3.1](#a000047) as of the Effective Time, without interest thereon, upon surrender of such Certificates (as hereinafter defined) formerly representing such shares.

3.4 Share Certificates. Upon surrender by the shareholders of the Company of the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Shares to Acquiror for cancellation, together with a duly executed letter of transmittal and such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more Surviving Corporation Common Shares representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to [Section 3.1](#a000047) after taking into account all Company Common Shares then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive Surviving Corporation Common Shares pursuant to [Section 3.1](#a000047), and until such surrender or exchange, no such Surviving Corporation Common Shares shall be delivered to the holder of such outstanding Certificate in respect thereof.

**ARTICLE IV: OTHER PROVISIONS**

4.1 Confidentiality. The Parties acknowledge that during the performance of this Agreement, each of them may be exposed to confidential and proprietary information (the "**Confidential Information**"). Each Party agrees to take measures to prevent the Confidential Information from being acquired or disseminated to unauthorized persons to the same extent it protects its own confidential and proprietary information. Parties agree to not disclose the Confidential Information to third parties without the prior written consent of the other Party, except as required by law. This obligation of confidentiality shall survive the termination or abandonment of the Agreement.

4.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.2):

|  |  |
| --- | --- |
| If to the Acquiror, to: | new\_management\_company\_name new\_management\_company\_address\_street  new\_management\_company\_address\_city, MS new\_management\_company\_address\_zip Email:  Facsimile:  Attention: |
| with a copy (which shall not constitute notice to the Acquiror) to: | Ross Dixon, PLLC 40 S. 111th St., Ste. 1014  Corinth, MS 38834 Email:  Facsimile:  Attention: |
| If to the Company, to: | PET Ambulance, Inc.  Email:  Facsimile:  Attention: |
| with a copy (which will not constitute notice to the Company) to: | Ross Dixon, PLLC  Email:  Facsimile:  Attention: |
| or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above. | |

4.3 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.4 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.5 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.7 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.8 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.9 Governing Law and Jurisdiction.

This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Mississippi without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Mississippi sitting in the county of the Acquiror, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

|  |  |
| --- | --- |
|  | new\_management\_company\_name |
|  |  |
|  | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Name: |
|  | Title: |
|  |  |
|  |  |
|  | PET Ambulance, Inc. |
|  |  |
|  | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Name: |
|  | Title: |

INSERT SURVIVING CORPORATION RESTATED ARTICLES OF INCORPORATION OR ARTICLES OF INCORPORATION AMENDMENTS

Promissory Note

|  |  |
| --- | --- |
| $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017 |

This Promissory Note (“Note”) is between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Maker”) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(“Payee”). Maker promised to pay to the order of Payee the principal amount of **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Principal”) plus interest (“Interest”) at the rate of **\_\_\_\_\_\_\_\_\_\_\_\_\_%** per annum compounded annually. All payments are payable to Payee in lawful money of the United States of America at such place as is designated in writing by Payee. This Note shall be paid in **\_\_\_\_\_\_\_** consecutive installments of all accrued Interest with the first payment due **\_\_\_\_\_\_\_\_\_\_** from the date hereof, and the same amount on the same day of each **year** thereafter, provided the principal balance and any accrued but unpaid interests shall be fully paid on or before the **\_\_\_\_\_\_th** annual anniversary of this Note.

The right of prepayment without penalty is hereby reserved by Maker.

If this Note is not paid when due, Maker promises to pay all costs and expenses of collection and reasonable actual attorney’s fees incurred by Payee (not in excess of twenty-five percent (25%) of the amounts due and unpaid hereunder) on account of such collection, whether or not suit is filed thereon.

Payments, when made, will be applied first to late charges, then to accrued interest to date of payment computed on the outstanding unpaid balances, and the remainder applied to principal.

Presentment, notice of dishonor and protest are hereby waived by Maker.

This Note shall be binding upon and inure to the benefit of the Maker and Payee and their respective successors, assigns, heirs and legal representatives. Maker hereby waives presentment, demand for payment, notice of dishonor, and all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note. This Note is negotiable by the Payee. Maker shall not assign this Note. For purposes of providing notice to either party under this Note, the addresses of the parties shall be such as provided by said parties from time to time.

This Note is intended as a contract and shall be governed, construed and enforceable in accordance with the laws of the State of Mississippi.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017

|  |  |
| --- | --- |
|  | **MAKER**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

NOTIFICATION OF OFFER TO PURCHASE

Art E. Vandelet

544 DogGone, Dr.

Corinth, MS 38834

Month Day, Year

***VIA USPS FIRST CLASS MAIL***

Ed Goldein

sh1\_address\_street

sh1\_address\_city, sh1\_address\_state sh1\_address\_zip

**RE:** NOTIFICATION OF OFFER TO PURCHASE **new\_management\_company\_name STOCK**

To whom it may concern:

In consideration for all of your shares of new\_management\_company\_name, I offer $\_\_\_\_\_\_\_\_\_\_\_\_\_\_, cash in accordance with the attached stock purchase agreement. If you agree to sell, please execute the stock purchase agreement and return to me.

Sincerely,

NOTIFICATION OF OFFER TO PURCHASE

Art E. Vandelet

544 DogGone, Dr.

Corinth, MS 38834

Month Day, Year

***VIA USPS FIRST CLASS MAIL***

Mary Love

sh1\_address\_street

sh1\_address\_city, sh1\_address\_state sh1\_address\_zip

**RE:** NOTIFICATION OF OFFER TO PURCHASE **new\_management\_company\_name STOCK**

To whom it may concern:

In consideration for all of your shares of new\_management\_company\_name, I offer $\_\_\_\_\_\_\_\_\_\_\_\_\_\_, cash in accordance with the attached stock purchase agreement. If you agree to sell, please execute the stock purchase agreement and return to me.

Sincerely,

**NOTIFICATION OF RESIGNATION**

Art E. Vandelet

544 DogGone, Dr.

Corinth, MS

{date}

***VIA USPS FIRST CLASS MAIL***

new\_management\_company\_name

new\_management\_company\_address\_street

new\_management\_company\_address\_city, MS new\_management\_company\_address\_zip

**RE: NOTIFICATION OF RESIGNATION**

To whom it may concern:

Please be advised that as of today, I resign as an employee of new\_management\_company\_name.

Sincerely,

Art E. Vandelet

RESOLUTIONS OF THE MEMBERS AND MANAGERS OF

**OF THE BOARD OF DIRECTORS OF**

**Vandelet Enterprises, LP**

The Members and Managers of Vandelet Enterprises, LP, a Mississippi Limited Partnership (Company), adopt the following resolutions, which are effective on \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, 2017.

The Members and Managers of the Company, acting without notice or a meeting, waive all notice, whether required by statute or otherwise, of the meeting of the Members and Managers of the Company and under the Vandelet Enterprises, LP Revised Limited Liability Company Act, and consent to, adopt, and vote in favor of the following resolutions. This consent has the same effect as the unanimous vote at a duly convened meeting of the Members and Managers of the Company.

Approval of Management Agreement with new\_management\_company\_name

**RESOLVED**: that the Company assets to entering into that certain management agreement (attached as **Exhibit A**) with new\_management\_company\_name for the purpose of managing the assets of the Company.

These resolutions are approved as actions of the Members and Managers of the Company without formal meeting, all as of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ 2017.

|  |  |  |  |
| --- | --- | --- | --- |
| |  |  | | --- | --- | |  | MANAGER:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: | | MEMBERS:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: |

**Exhibit A**

**Management Agreement**

**SETTLEMENT STATEMENT A**

|  |  |
| --- | --- |
| Marketing Company:  PET Ambulance, Inc.  14208 Pline Road  Paris, MS 38834 | Company Officer:  Art E. Vandelet  544 DogGone, Dr.  Corinth, MS 38834 |

**Settlement Date:** June \_\_\_, 2017

**Payment Memo**: Payout of deferred compensation benefits following resignation and subsequent termination of the deferred compensation plan.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accrued Deferred Benefits: $XXXXXXX

Promissory Note $XXXXXXX

Cash $XXXXXXX

**Refund Due to Officer**  **$XXXXXXX**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The parties herein agree to make receipts and disbursements set forth above and agree that such disbursements are in full satisfaction of the payment due, agree to disbursement of funds in accordance herewith, and realize and recognize that the execution of additional documents may be necessary to affect the intent and purposes of this Settlement Statement.

|  |  |
| --- | --- |
| **MARKETING COMPANY:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: marketing\_company\_president\_name, President | **Officer:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Art E. Vandelet |

**SETTLEMENT STATEMENT B**

|  |  |
| --- | --- |
| Purchaser:  544 DogGone, Dr.  Corinth, MS 38834  Art E. Vandelet | Seller:  , |

**Settlement Date:** June \_\_\_, 2017

**Payment Memo**: Payment for Stock under the Stock Purchase Agreement, dated \_\_\_\_ \_\_\_\_\_\_, 2017

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payments for Stock:

Cash $XXXXXXX

Promissory Note $XXXXXXX

**Due to Seller/Due from Buyer** **$XXXXXXX**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The parties herein agree to make receipts and disbursements set forth above and agree that such disbursements are in full satisfaction of the refunds due, agree to disbursement of funds in accordance herewith, and realize and recognize that the execution of additional documents may be necessary to affect the intent and purposes of this Settlement Statement.

|  |  |
| --- | --- |
| **PURCHASER:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Art E. Vandelet | **SELLER:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**SETTLEMENT STATEMENT C**

|  |  |
| --- | --- |
| Marketing Company:  PET Ambulance, Inc.  14208 Pline Road  Paris, MS 38834 | Customer:  Pizza Urgent Care of Logan, PA  21 Geell Road, Suite 12  Logan, MS 38234 |

**Settlement Date:** June \_\_\_, 2017

**Payment Memo**: Refund for Marketing Services Following Termination of Contract

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payments for Services:

Gross Amounts Paid to the Marketing Company $XXXXXXX

**Less**:Value of Marketing Services Rendered (Pro-Rata Year) - $XXXXXXX

**Refund Due to Customer**  **$XXXXXXX**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The parties herein agree to make receipts and disbursements set forth above and agree that such disbursements are in full satisfaction of the refunds due, agree to disbursement of funds in accordance herewith, and realize and recognize that the execution of additional documents may be necessary to affect the intent and purposes of this Settlement Statement.

|  |  |
| --- | --- |
| **MARKETING COMPANY:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: marketing\_company\_president\_name, President | **CUSTOMER:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Art E. Vandelet, Manager |

**STOCK PURCHASE AGREEMENT**

This Stock Purchase Agreement (the “Agreement“) is effective this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Seller”); and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Buyer”).

WHEREAS, Seller owns \_\_\_\_ shares of stock in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”);

WHEREAS, Buyer wishes to purchase and Seller wishes to sell all of Seller’s stock in the Company (the “Stock”);

WHEREAS, the President of the Company desires to acknowledge to the terms of this Agreement on behalf of the Company; and

NOW, THEREFORE, for and in consideration of that certain sum equal to the fair market value of the Stock purchased pursuant to this Agreement, , Buyer and Seller hereby acknowledge the sale, transfer, assignment and conveyance by Seller to Purchaser of the Stock, and all of the right, title, and interest in and to the privileges associated therewith, subject to the terms and conditions of this Agreement, effective as of the date of this Agreement.

**1.** **Purchase Price.** The purchase price for the stock shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2. Payment of Purchase Price.** The purchase price shall be paid concurrently with the execution of this Agreement in cash in principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3. Closing****.** The closing of the sale of the Shares shall occur within 30 days of the execution of this Agreement (the “Closing”).

**4.** **Deliveries at Closing.** At the Closing, Buyer shall deliver the cash to Seller. Seller shall deliver the Stock certificates to the Buyer.

**5. Seller's** **Representations and Warranties.** Seller hereby represents and warrants as follows:

(a) Seller has full right, power and authority to execute, deliver and perform this Agreement and this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(b) Seller presently has, and as of the Closing, will have, good, absolute and marketable title to all of the Stock free and clear of all liens, claims, encumbrances and restrictions of every kind; and

(c) As of the Closing, Seller shall have the complete and unrestricted right, power and authority to sell, transfer and assign the Stock and perform Seller’s obligations hereunder.

**6.** **Buyer’s Representations and Warranties.** Buyer hereby represents and warrants as follows:

(a) Buyer has full right, power and authority to execute, deliver and perform this Agreement and this Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms;

(b) The execution, delivery and performance of this Agreement by Buyer does not and will not (with the giving of notice and/or the passage of time) violate, conflict with, result in a breach of or loss of rights or require the consent of or filing with any other person or entity.

**7. Survival of Representations and Warranties and Indemnifications.** The representations and warranties and covenants contained in this Agreement shall survive Closing and each party shall indemnify the other for any loss, cost, expense or other damage suffered by the other party resulting from, arising out of, or incurred with respect to the falsity or the breach of any representation, warranty or covenant made in this Agreement.

**8. Assignment of Stock.** Seller shall assign, transfer, and convey to Buyer the Stock together with all rights of Seller in respect of the Stock at Closing

**9. Additional Agreements.** The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

**10. Successors and Assigns****.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective executors, administrators and assigns of the parties.

**11. Governing Law****.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi applicable to contracts entered into and to be wholly performed within the State of Mississippi.

**12. Counterparts****.** This Agreement may be executed in separate counterparts, each of which shall be declared an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017, effective as of the date written above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SELLER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BUYER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: marketing\_company\_president\_name, President

**COMPANY**

NOTIFICATION OF TERMINATION OF CONTRACT

new\_management\_company\_name

new\_management\_company\_address\_street

new\_management\_company\_address\_city, MS new\_management\_company\_address\_zip

Month Day, Year

***VIA USPS FIRST CLASS MAIL***

Pizza Urgent Care of Logan, PA

21 Geell Road, Suite 12

Logan, MS 38234

**RE: NOTIFICATION OF TERMINATION OF CONTRACT**

To whom it may concern:

Please be advised that the employee responsible for servicing your contract with us has resigned. We no longer have a professional in your area of practice to adequately service your marketing needs. We request that you accept a partial refund for prepaid services for this year in consideration of termination of our contract. If you accept, please sign below and return to us.

Sincerely,

new\_management\_company\_name

Signed and Accepted:

Pizza Urgent Care of Logan, PA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Art E. Vandelet, Manager